Tender

Provision of Remedial works for ELIDZ Factories Automatic Fire Sprinkler System

At the

East London Industrial Development Zone

Closing date: 04 December 2026

CONTRACT NO: (ES/26/AFSS/01)

VOLUME A: TECHNICAL PROPOSAL

Provision of Remedial works for ELIDZ Factories Automatic Fire Sprinkler System

East London IDZ Contact person: A. Mzantsi Email: anathi@elidz.co.za	

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PART 1

THE TENDER

CONTRACT NO: (ES/26/AFSS/01)

Provision of Remedial works for ELIDZ Factories Automatic Fire Sprinkler System

T1 TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

T1.1 TENDER NOTICE AND INVITATION TO TENDER

The East London Industrial Development Zone SOC Ltd (ELIDZ) invites tenders for experienced service providers for the Provision of Remedial works for ELIDZ Factories Automatic Fire Sprinkler System, located at the ELIDZ within the West Bank area of the Buffalo City Metropolitan Municipality.

It is estimated that tenderers must have a cidb contractor grading of **6SF or higher**.

Preferences are offered to tenderers who meet the functionality criteria.

Only tenderers who meet the following conditions are eligible to submit tenders;

- Tenderers are required to submit a Valid SARS Tax Clearance Certificate with their tender, or the relevant SARS pin code which will allow the ELIDZ to confirm the tenderers tax status on-line
- Tenderer must be registered on Central Supplier Database (CSD) from National Treasury and MAAA number must be provided
- Tenderers should submit a Valid original or certified B-BBEE certification. Companies with annual turnover less than R10 million to submit an accountant or SARS letter confirming turnover.
- Tenderers to provide certified copy of Company Registration Certificate
- Tenderers to provide Letter of Good Standing from Compensation Commissioner
- Tenderers must submit technical and financial proposals in two separate envelopes clearly marked “Envelope A -Technical Proposal “and “Envelope B – Financial Proposal”. Then the financial proposal will only be opened should the technical proposal be found to be acceptable.
- Non- signed “Form of Offer” the financial proposal in “Envelope B” submission will result in the disqualification of the tender.
- Inclusion of Price Offer and/ or any other price related details in “Envelope A -Technical Proposal “will result in the disqualification of the tender.
- The successful Tenderer will be required to have sufficient and competent staff available to commence full-time operations in accordance with the contract with effect from the Commencement Date, failing which the contract will be awarded to the next most preferred Tender.
- Registration with the **CIDB** in the category **6SF or higher (Specialist Works – Fire Prevention and Protection Infrastructure)** is compulsory for companies wishing to submit tenders.
- For **Joint Venture** a lead partner has a contractor grading designation equal or higher than **5SF class** of construction work or in terms of the CIDB JV Calculator
- Valid **ASIB** registration in at least one of the following categories: **Supervising Sprinkler Installer, Sprinkler Installer or Provisional Sprinkler Installer**

The Tender Document will be available for download on **13 November 2026 @12H00 pm (Noon)** at www.elidz.co.za under opportunities.

Queries relating to this tender may be addressed to:

Contact person: A. Mzantsi

Contact No: 043 702 8200

Email: anathi@elidz.co.za

There will be a Compulsory briefing session with representatives of the Employer that will take place Virtually via Microsoft Teams on **24 November 2026** starting at **12h00 pm**. Participants will be required to use the following details to join **Meeting ID: 310 242 556 434 096 1** and **Passcode: AA7cd2Wx**

All tender/bids’ documents are to be submitted online at https://tenderportal.elidz.co.za before the closing date and time. Only PDF documents must be uploaded with a maximum size limit of 30 MB per file.”

The closing time for receipt of tenders is 12h00 pm on 04 December 2026 Physical, Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Questions relating to the Tender will be accepted until 13h00 pm on 30 November 2026 with responses by 02 December 2026.

T1.2 TENDER DATA

Project title:	**Provision of Remedial works for ELIDZ Factories Automatic Fire Sprinkler System**		
Contract No:	**ES/26/AFSS/01**		
Advertising date:	**13 November 2026**	**Closing date:**	**04 December 2026**
Closing time:	**12h00**	**Validity period:**	**120 Days**

Clause number	
	The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of SANS 294: 2004 (Edition 1). The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.
F.1.1	The employer is the East London Industrial Development Zone SOC Ltd
F.1.2	The tender documents issued by the employer comprise: **1. THE TENDER** **T1 TENDERING PROCEDURES** T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data **T2 RETURNABLE SCHEDULES** T2.1 List of Returnable Documents T2.2 Returnable Schedules **2. THE CONTRACT** **C1.2 CONTRACT DATA** **C3 SCOPE OF WORK** **C4 SITE INFORMATION** **APPENDICES** A Generic Occupational Health and Safety Specification B Construction Environment Management Plan

F.1.2 (cont.)	**VOLUME B: FINANCIAL PROPOSAL** **1. THE CONTRACT** **C1 AGREEMENT AND CONTRACT DATA** C1.1 Form of Offer and Acceptance C1.3 Form of Guarantee **C2 PRICING DATA** C2.1 Pricing Instructions C2.2 Bills of Quantities
F.1.4	The employer's agent is:

Name:	Mrs Camagwini Ngxokolo- Nomatye
Address:	ELIDZ Admin 1 Building, lower Chester Rd, Sunnyridge, East London.
Tel:	043 702 8200
Fax:	
E-mail:	camagwini@elidz.co.za

`	Add the following sentence: The period of six months may only be reduced should all tenders received be rejected as non-responsive.
F.2.1	Tenderers registered with the CIDB or are capable of being registered prior to submissions in the CIDB grading **6SF or higher** and **valid ASIB registration** in one of the accepted categories **(Supervising Sprinkler Installer, Sprinkler Installer or Provisional Sprinkler Installer), are eligible to submit tenders)**. **Joint ventures** are eligible to submit tenders provided that: a) Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **6SF or higher (Specialist Works – Fire Prevention and Protection Infrastructure)**. • every member of the joint venture is a registered contractor in terms of these Regulations, and the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and • the category of registration of the joint venture, determined in accordance with sub regulation (6) is equal to or higher than the category of registration specified in accordance with sub regulation (3)." • A lead partner has a contractor grading designation equal or higher than **5SF or higher (Specialist Works – Fire Prevention and Protection Infrastructure)**; and • The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **5SF or higher (Specialist Works – Fire Prevention and Protection Infrastructure)**.and • A Joint Venture agreement is submitted together with the tender indicating shareholding percentage OR

- The joint venture calculator sums up the capacity of all the joint venture partners and calculates a grading designation for the joint venture. Notwithstanding the calculated result, the following table summarizes the combinations of designations held by Joint Venture partners which will as a result be deemed to satisfy the requirements for the relevant designation:

• Three contractors registered in contractor grading designation 5 of which the lead partner must be registered in the class of work under consideration.
OR
• Two contractors registered in contractor grading designation 5 of which one is the lead partner registered in the class of work under consideration plus two contractors registered in contractor grading designation 4 within the class of work under consideration.
OR
• One grade 6 lead partner within the class of work under consideration plus any grade combination contractors in any class of work.

ASIB Requirements for Joint Ventures:

In the case of a Joint Venture (JV), it shall be acceptable for any one of the participating JV partners to hold a **valid ASIB listing**, irrespective of the partner's role within the Joint Venture, provided that the listing is in an ASIB-recognised category applicable to the scope of works. **The allocation of responsibilities between JV partners shall be clearly defined in the Joint Venture Agreement.** The ASIB-listed partner shall be responsible for ensuring that all relevant fire sprinkler remedial works are executed, supervised and certified in accordance with applicable ASIB requirements, technical standards and contractual obligations.

Bidders must submit valid proof of ASIB listing for the relevant JV partner, together with a signed Joint Venture Agreement clearly outlining the respective responsibilities of each participating entity.

ASIB listed entity:

Irrespective of how the joint venture is arranged, ASIB recognises a single entity as the listed company. The ASIB-listed installer within the joint venture. Any faults, latent defects, system failures in performance or design shortfalls are taken up with that entity only. ASIB does not correspond with or facilitate any part of the inspection process for compliance certification through, any party other than that listed installer. Where both companies are listed, the bidders need to name which of the companies is the listed entity for taking responsibility of the work.

All parties to a Joint Venture should meet bid condition requirements to be acceptable.

In Bids where consortia/joint venture/ sub-contractors are involved; each tendering party must submit a separate proof of TCS/PIN/CSD number.

	Where there is no designated sector, ELIDZ may decide to include a specific bidding condition that only locally produced goods or services with a stipulated minimum threshold for local production and content, will be considered, on condition that such prescript and threshold(s) are in accordance with the specific standards determined by the DTI in consultation with the National Treasury. In the event that the successful Bidder has been awarded a contract with values above R 5 000 000.00 for the same goods/services on a consecutive basis, the successful bidder will be required to submit a Supplier development plan for SMMEs to be agreed with the ELIDZ.
F.2.7	The arrangements for a compulsory site clarification meeting are: Date : 24 November 2026 Starting time : 12h00
F2.13.2	The tender document: "It will be the responsibility of the respondent to ensure that the tender/bid reaches the ELIDZ. All tender/bids documents are to be submitted online at https://tenderportal.elidz.co.za before the closing date and time. Only PDF documents must be uploaded with a maximum size limit of 30 MB per file."
F2.13.3	Only the original tender submission is required.
F2.13.6	A two-envelope procedure will be followed.
F2.14	The ELIDZ will disqualify any submission which is not suitably endorsed, or which is not comprehensively completed.
F2.15.1	Submissions that are not received on or before the closing time will, in terms of the ELIDZ procurement policy, not be considered.
F.2.16	The tender offer validity period is 120 days.
F2.19	Access to premises will not be required.
F2.23	The tenderer is required to submit with his tender: ❑ Tenderers are required to submit a Valid SARS Tax Clearance Certificate with their tender, or the relevant SARS pin code which will allow the ELIDZ to confirm the tenderers' tax status on-line ❑ Tenderer is required to provide a CSD registration certificate ❑ Tenderers should submit a valid original or certified B-BBEE certification. Companies with annual turnover less than R10 million submit an accountant or SARS letter confirming turnover. ❑ Tenderers to provide certified copy of Company Registration Certificate ❑ Tenderers to provide Letter of Good Standing from Compensation Commissioner ❑ Registration with the **CIDB** in the category **6SF or higher (Specialist Works – Fire Prevention and Protection Infrastructure)** is compulsory for companies wishing to submit tenders. ❑ For Joint Venture a lead partner has a contractor grading designation equal or higher than 5SF class of construction work or in terms of the CIDB JV Calculator ❑ **Valid ASIB** registration in at least one of the following categories: **Supervising Sprinkler Installer, Sprinkler Installer or Provisional Sprinkler Installer**
F3.4	Tender submissions that meet the technical threshold will be invited for public opening of the financial proposals after the stipulated closing time and date.

F3.11 Tender evaluation will be carried out using the 80/20 preference point system, where:

- A maximum of 80 points are allocated for financial offer.
- A maximum of 20 points are allocated for specific goals.

Specific Goals returnable Documents

Evaluation Criteria	Returnable document
51% and above Black owned suppliers	SANAS accredited BBBEE Certificate/Affidavit/
Eastern Cape Based suppliers	Municipality Bill or Lease agreement of any valid proof of address
51% and above Youth owned suppliers	BBBEE Certificate/Affidavit/CSD report
51% and above Women owned suppliers.	BBBEE Certificate/Affidavit/CSD report
persons with disabilities	BBBEE Certificate/Affidavit/CSD report

- The above-mentioned evaluation will be subject to offers being responsive and passing the functionality criteria prescribed in the attached schedule.

Table: Specific Goals Points Conversion

Estimated Rand Value inclusive of Vat	Specific Goals and Point allocation
Above R1 000 000 up to R50 000 000	**80 points for price**
	10 points - 51% and above Black owned suppliers **5 points - 25% up to 50% Black owned suppliers** **0 points below 25% Black owned suppliers**
	5 points for Eastern Cape Based suppliers **0 points outside Eastern Cape**
	1 point for 51% and above Youth owned suppliers
	1 point for 51% and above Women owned suppliers.
	3 points for SMME's (EME or QSE)

Quality/Functionality Evaluation

The score achieved for functionality will be assessed using the following criteria, each of which will be scored individually up to the maximum number of points indicated (failure to submit the relevant information will result in zero scores for that section):

DETAILED BREAKDOWN OF FUNCTIONALITY POINTS

Item	Details	Points scored	Available Points
	Criteria 1. Technical Merit		**15**
1.1	**Competent Person:** provide proof of Valid Certificate with ASIB as a registered competent person		15
	Criteria 2. Applicant's Proposed Expertise and Resources		**21**
2.1	**Senior Technician/Supervisor:** Minimum 10 years' experience in general ASIB Automatic fire sprinkler system projects.		
2.1.1	15 years or more of experience on similar general ASIB Automatic fire sprinkler system projects		15
	10- 15 years' experience on similar general ASIB Automatic fire sprinkler system projects		10
	Less than 10 years' experience		0
2.1.3	**Coded Welder:** Minimum 5 years demonstrated experience in welding steel fire sprinkler distribution pipework, fittings and associated fire protection infrastructure,		
	10 years or more experience in welding fire sprinkler systems, fire protection pipework or similar pressurized steel piping installations		6
	5–9 years' experience in welding fire sprinkler systems, fire protection pipework or similar pressurized steel piping installations		3
	Less than 5 years' experience		0
	Criteria 3. Relevant Company Experience		**30**
3.1	Companies are required to submit only completion certificates, accompanied by ELIDZ Annexure P06-1 Part A & B fully completed delivery service satisfaction scoring reference letter for each completed project within the past 7 years, on ASIB fire sprinkler infrastructure Remedial works projects or Maintenance to automatic fire sprinkler installations with values from **R5 000 000 and above**.		
3.1.1	Ten (10) points can be scored (to a maximum of 30 points) for each confirmed completed project		30
3.1.2.	If no submission of completion certificates accompanied by ELIDZ Annexure P06-1 Part A & B fully completed delivery service satisfaction scoring reference letter.		0
	Criteria 4. Method and Approach		**20**
4.	Company required to provide a detailed method statement, to demonstrate how they envisage undertake the activities below: 1. Working in heights 2. New installation 3. Urgent/ emergency response services 4. Ensuring uninterrupted staff operation for repairs conducted to buildings in use		 5 5 5 5

5.	**Criteria 5. Current Financial Rating of Applicant**		**14**
5.1	Proof of a Financial Rating of Category B and better		14
	Proof of a Financial Rating of Category C		7
	If Bank Rating of Applicant in Category D or worse		0
	TOTAL EVALUATION SCORE FOR FUNCTIONALITY	**0**	**100**

Tender offers scoring less than 70 points out of 100 points for quality/functionality will be regarded as non-responsive and not considered further.

Financial Offer Evaluation

The score achieved for financial offer will be determined using formula 2 (option 1) as follows:

$$\text{Points awarded} = 80\left[1 - \frac{P - Pm}{Pm}\right]$$

Where P = the comparative offer of the tender offer under consideration
Pm = the comparative offer of the lowest responsive tender

Preference Evaluation Criteria

A maximum of twenty (20) points will be awarded to a tenderer for achieving Specific goal objectives. Specific goals points shall be computed using a relevant scorecard as guided by the company's annual turnover. This is in accordance with the new Codes of Good Practice. Specific goals evaluation shall be done based only on the information submitted in the ELIDZ Procurement Handbook. No points will be awarded for achieving Specific goals objectives if the total percentage scored for BBBEE is less than 30%.

All tenders with functionality less than 70% of the total functional requirements will not be considered for the next stage of tender evaluation. ELIDZ reserves the right to negotiate if preferred bidder's proposal exceeds ELIDZ project estimate.

The tender will be awarded to the bid with the highest number of points. A tender may be awarded to a bidder that did not score the highest number of points if reasonable and justifiable grounds exist.

Any contract offered by the ELIDZ will be based on the correctness of information submitted by the service providers. Any misrepresentation of facts by a service provider may lead to disqualification. Should such misrepresentation be uncovered after the commencement of the contracted work, the ELIDZ reserves the right to terminate the contract and recover all payments made to that service provider and any costs that may have been incurred in the process.

ELIDZ reserves the right to have the tenderer's Black Economic Empowerment Credentials verified by an independent agency. (Procurement Handbook – Annexure: 1 must be fully completed and supplementary information may be completed by service providers with a turnover of less than R10m and be accompanied by sworn affidavit turnover is less than R10m).

F3.13.1 Tender offers will only be considered if:

a) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
b) the tenderer has:
   i. abused the Employer's Supply Chain Management System; or

	ii. failed to perform on any previous contract and has been given a written notice to this effect. iii. is not under restrictions, or has principals who are under restrictions, preventing participating in the ELIDZ procurement, iv. c) has the legal capacity to enter into the contract, v. d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, vi. e) complies with the legal requirements, if any, stated in the tender data, and i. f) is able, in the opinion of the ELIDZ, to perform the contract free of conflicts of interest. c) All returnable documents and schedules as listed in 1.2.1 have been completed and submitted with this document.
F.3.18	The number of paper copies of the signed contract to be provided by the employer is 1 (one).

T2 RETURNABLE SCHEDULES

The Tenderer must complete the following returnable documents in all respect and provide all information as required. Failure to do so WILL result in the Tenderer being scored zero for the applicable category.

T2.1 LIST OF RETURNABLE DOCUMENTS

	Checklist
Compulsory Submissions	
Invitation to Bid (SBD 1)	
Completed Procurement Handbook	
Preference Points Claim Form (SBD 6.1)	
Briefing meeting attendance	
Declaration of Bidder's Past Supply Chain Management Practices (SBD 8)	
Signed JV agreement where applicable	
Certificate of Independent Bid Determination (SBD 9)	
Letter of Good Standing with Compensation Commissioner	
Proof of registration with CIDB in required category	
Proof of valid ASIB registration as Supervising Sprinkler Installer, Sprinkler Installer or Provisional Sprinkler Installer	
Declaration of Form of Acceptance to be signed	
Registration on Central Supplier Database (CSD) from National Treasury and MAAA	
Submissions for Evaluation	
Detailed breakdown of functionality points	
Technical Merit	
CVs of proposed key staff	
Relevant Company Experience	
Method statement	
Current Financial Rating of Applicant	
Valid Tax Clearance Certificate /on-line pin number	
Valid original or certified copy of BBBEE Certificate	
Proof of Company Registration	
Form P01 Contractor General Information	
Form P02 Ownership Details	
Form P03 Contractor Facilities	
Form P04 Size of Enterprise and Current Workload	
Form P05 Staffing Profile	
Form P06 Previous Experience	
Form P06-1 Previous experience referencing	
Form P07 Record of Addenda to Tender Documents	

I, the authorised signatory hereby confirm that the Form of Offer has been completed in full and enclosed in envelope “B” and that no financial offers of any sort have been declared in envelope “A”. I further understand that failure to attach the above-mentioned documentation to the designated pages allocated will result in said document being deemed missing from the tender submission.

Signature of Tenderer: ……

Date: ……

PART 1

COMPULSORY SUBMISSIONS

CONTRACT NO: ES/26/AFSS/01

Provision of Remedial works for ELIDZ Factories Automatic Fire Sprinkler System

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD					
BID NUMBER:	ES/26/AFSS/01	CLOSING DATE:	04 December 2026	CLOSING TIME:	12h00 pm (Noon)
DESCRIPTION	Tender: **Provision of Remedial works for ELIDZ Factories Automatic Fire Sprinkler System**				

BID RESPONSE DOCUMENTS TO BE DEPOSITED ELECTRONICALY AT
https://tenderportal.elidz.co.za

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**A Mzantsi**	CONTACT PERSON	**Camagwini Ngxokolo- Nomatye**
TELEPHONE NUMBER	**043 702 8200**	TELEPHONE NUMBER	**043 702 8219**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**anathi@elidz.co.za**	E-MAIL ADDRESS	**camagwini@elidz.co.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

ELIDZ PROCUREMENT HANDBOOK

(Complete and sign)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

The specific goals allocated points in terms of this tender	Number of points allocated	Number of points claimed
Black owned supplier	10 points (51-100%) 5 points (25-50%)	
Eastern Cape Based supplier	5 points	
51% and above Youth owned supplier	1 point	
51% and above Women owned supplier	1 point	
SMME's (EME or QSE)	3 points	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm…….

4.3. Company registration number: ……...

4.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……
DATE: ……

ADDRESS: ……

……

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐

4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

……...	**……..**
Signature	**Date**
……	**……..**
Position	**Name of Bidder**

SIGNED JV AGREEMENT WHERE APPLICABLE

TENDERER TO ATTACH PROOF OF JV AGREEMENT TO THIS PAGE

CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

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 consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;

(b) geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

……

……

Signature Date

……

……

Position Name of Bidder

LETTER OF GOOD STANDING FROM WORKMEN'S COMPENSATION OFFICER

TENDERER TO ATTACH LETTER OF GOOD STANDING UNDER THIS PAGE

PROOF OF CIDB COMPANY REGISTRATION IN THE REQUIRED CATEGORY

TENDERER TO ATTACH PROOF OF CIDB COMPANY REGISTRATION UNDER THIS PAGE

SIGNED DECLARATION OF FORM OF ACCEPTANCE

Declaration of Form of Offer and Acceptance

The Tenderer must declare that the Form of Offer and Acceptance in Envelope B "Financial Proposal" is completed and signed. Failure to complete and sign the declaration will render the tender non-responsive

Tenderer: .....

Name of Representative: .....

Telephone number: ……

Fax number: ……

Designation: ……

I, the authorised signatory of the Tenderer, hereby declare that the Form of Offer and Acceptance in Envelope B "Financial Proposal" is completed and signed.

Signature of Tenderer: ……

Date: ……

CENTRAL SUPPLIER DATABASE REGISTRATION FROM NATIONAL TREASURY & MAAA

TENDERER TO ATTACH PROOF OF CSD TO THIS PAGE

PART 2

SUBMISSIONS FOR FUNCTIONALITY EVALUATION

CONTRACT NO: ES/26/AFSS/01

Provision of Remedial works for ELIDZ Factories Automatic Fire Sprinkler System

CRITERIA 1 – INSERT/ATTACH UNDER THIS PAGE

TENDERER TO PROVIDE THE FOLLOWING:

Competent Person: provide proof of Valid Certificate with ASIB as a registered competent person

CRITERIA 2– INSERT/ATTACH UNDER THIS PAGE

CV'S OF PROPOSED KEY STAFF

Senior Technician/Supervisor:
Minimum 7 years' experience in general ASIB Automatic fire sprinkler system projects.

Coded Welder:
Minimum 4 years demonstrated experience in welding steel fire sprinkler distribution pipework, fittings and associated fire protection infrastructure,

CRITERIA 3– INSERT/ATTACH UNDER THIS PAGE

PROOF OF COMPANY RELEVANT EXPERIENCE

CRITERIA 4– INSERT/ATTACH UNDER THIS PAGE

METHODOLOGY STATEMENT

CRITERIA 5– INSERT/ATTACH UNDER THIS PAGE

CURRENT FINANCIAL RATING OF APPLICANT

TENDERER TO ATTACH ORIGINAL TAX CLEARANCE CERTIFICATE TO THIS PAGE

TAX CLEARANCE CERTIFICATE

OR

PROVIDE BELOW THE RELEVANT SARS ONLINE PIN CODE

SARS PIN CODE_____

BBBEE CERTIFICATE

TENDERER TO ATTACH ORIGINAL OR CERTIFIED COPY OF BBBEE VERIFICATION CERTIFICATE TO THIS PAGE

PROOF OF COMPANY REGISTRATION

TENDERER TO ATTACH PROOF OF COMPANY REGISTRATION TO THIS PAGE

FORM P01: CONTRACTOR GENERAL INFORMATION

FORM P01: CONTRACTOR GENERAL INFORMATION

Name of tendering entity:	

Section 1 : Contact Details:

Address:	
Tel No:	( )
Fax No:	( )
E-mail address:	

Section 2 : Legal entity: (Mark with an X)

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint Venture	

(In the case of a Joint Venture, provide details on joint venture members:)

Joint Venture member	**Type of entity (as defined above)**

FORM P01: CONTRACTOR GENERAL INFORMATION (Cont.)

Section 3 : General Particulars

Income Tax reference number: . . . . . .
(In the case of a joint venture, provide for all joint venture members.)

VAT registration number: . . . . . .
(In the case of a joint venture, provide for all joint venture members.)

District Municipality in which the enterprise is registered:. . . . . .
(In the case of a joint venture, provide for all joint venture members.)

Registration number at Department of Labour: . . . . . .
(In the case of a joint venture, provide for all joint venture members.)

Company or close corporation registration number: . . . . . .
(In the case of a joint venture, provide for all joint venture members.)

CIDB registration number: . . . . . .
(In the case of a joint venture, provide for all joint venture members.)

For joint ventures the following must be attached:

- Written power of attorney for authorised signatory
- Pro-forma of the joint venture agreement.
- The major partner to satisfy at least 40 percent of the turnover amount given in P04, and each other partner at least 25 percent of the amount.

FORM P01: CONTRACTOR GENERAL INFORMATION (Cont.)

Section 4 : Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder of stakeholder	**Name of institution, public office, board or organ of state and position held**	**Status of service (tick appropriate column)**	
		Current	**Within last 12 months**

FORM P01: CONTRACTOR GENERAL INFORMATION (Cont.)

Section 5 : Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of spouse, child or parent	**Name of institution, public office, board or organ of state and position held**	**Status of service (tick appropriate column)**	
		Current	**Within last 12 months**

FORM P01: CONTRACTOR GENERAL INFORMATION (Cont.)

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

i) authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Name of Signatory: .....

Capacity: .....

Signed on behalf of Tenderer: .....

Dated: .....

FORM P02: OWNERSHIP DETAILS

FORM P02: OWNERSHIP DETAILS

Details of proprietor, partners, close corporation members, or company directors.

Name	ID number	Relevant qualifications and experience	Years of relevant experience

(in the case of a joint venture, provide for all joint venture members)

Name of Signatory: .....

Capacity: .....

Signed on behalf of Tenderer: .....

Dated: .....

FORM P03: CONTRACTOR FACILITIES

FORM P03: CONTRACTOR FACILITIES

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise. (Attach details if the space provided is not enough.) (List joint venture partner(s) separately if applicable.)

Description	Address	Area (m^2)

Plant and equipment:

Provide information on all plant and equipment owned by your enterprise. (Attach details if the space provided is not enough.) (List joint venture partner(s) separately if applicable.)

Description: Plant and Equipment owned	Number of units	Currently in use on contract.

Name of Signatory: .....

Capacity: .....

Signed on behalf of Tenderer: .....

Dated: .....

FORM P04: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

FORM P04: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

What was your turnover in the previous financial year? . . . . . .

What is the estimated turnover for your current financial year? . . . . . .

List your current contracts and obligations:

Description	Value (R)	Start Date	Duration	Expected completion date

Do you have the capacity to supply the goods and services described in this tender should the contract be awarded to you? . . . . . .

BANKING DETAILS:

Bank: ……

Branch: ……

Account No.: ……...

Branch Code: ……

Account Name: ……..

Name of Signatory: .....

Capacity: .....

Signed on behalf of Tenderer: .....

Dated: .....

FORM P05: STAFFING PROFILE

FORM P05: STAFFING PROFILE

Provide information on the staff that you have available to execute this contract. (Attach a separate list if the space provided is insufficient.) (List joint venture partner(s) separately if applicable.)

Category * of Permanently employed staff for the project:	**Number of Staff**	**HDI Y/N**
Category * of Temporary staff to be employed for the project:	**Number of Staff**	**HDI Y/N**

Provide information on key staff you intend utilising on this contract, should it be awarded to you. (In the case of engineering construction projects key staff are defined as staff of foreman level and above).

Name	**Position in your organisation**	**Qualifications**	**Experience**	**HDI Y/N**

Name of Signatory: .....

Capacity: .....

Signed on behalf of Tenderer: .....

Dated: .....

Note: *Category refers to the job designation of the person listed (eg. Manager, Foreman, Admin, Technician, etc.)

FORM P06: PREVIOUS RELEVANT EXPERIENCE

FORM P06: PREVIOUS RELEVANTEXPERIENCE

Provide the following information on **relevant** previous experience of the company (indicate specifically projects of similar or larger size, and/or which are similar with regard to type of work).

Description	Value (R) (VAT excl)	Date executed	Reference		
			Name	Organisation	Tel. No.

Signed letters of reference from quoted companies (on relevant company letterhead) to be provided

Name of Signatory: .....

Capacity: .....

Signed on behalf of Tenderer: .....

Dated: .....

FORM P06-1: PREVIOUS RELEVANT REFERENCING

Annexure 2
ELIDZ RFP –Details of previous similar work experience

PLEASE NOTE:

- The referees are to complete the entire Annexure P06 - 1 **(Part A & Part B).**
- It is critical for the referees to include their signatures, and company stamps in the spaces provided.
- It is critical for the referees to include their contact details to enable verification of the reference.
- (0 - for poor services received, 2 – for average services received, 3 - for good services received, 4 - for good services received, 5 - for excellent services received)
- Copies of this annexure is to be provided to at least 3 referees for completion and then returned by the respondent / tenderer as part of the RFP submission.

PART A

Biographical Information	
Company name of Respondent / tenderer:	
Company name of client / referee:	
Nature of business of company of client / referee:	
Location / address of client / referee:	
Company stamp of client / referee: In the event the referee does not possess a company stamp. The referee should submit a letter on company letterhead confirming sign-off of ELIDZ forms template	

Client / referee: Representative	
Client / referee: Representative - Contact details:	Cell: Landline: Alternate Number:
Client / referee: Representative - Signature	
Contract Information	
Description of the contract:	
Contract start date: date/month/year	
Contract end date: date/month/year	

Annexure 2 – Continued

PART B

Referee to score the attributes listed in the below table

Item	(0 - for poor services received, 2 – for average services received, 3 - for good services received, 4 - for good services received, 5 - for excellent services received)
A. Compliance with contract terms and conditions	
B. Overall rating of performance	
A + B = Total Score	

FORM P07: RECORD OF ADDENDA TO TENDER DOCUMENTS

FORM P07: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	**Title or Details**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Name of Signatory: .....

Capacity: .....

Signed on behalf of Tenderer: .....

Dated: .....

PART 2

THE CONTRACT

CONTRACT NO: ES/26/AFSS/01

Provision of Remedial works for ELIDZ Factories Automatic Fire Sprinkler System

C1.2 CONTRACT DATA

C1.2 CONTRACT DATA FOR

Project title:	**Tender: Provision of Remedial works for ELIDZ Factories Automatic Fire Sprinkler System**
Contract No:	**ES/26/AFSS/01**

	PART 1: DATA PROVIDED BY THE EMPLOYER
	CONDITIONS OF CONTRACT
	The General Conditions of Contract for Construction Works (2015) [hereinafter referred to as GCC 2015], published by the South African Institution of Civil Employer's Agenting, is applicable to this Contract. Where the SERVICE PROVIDER has incurred any liability to the CLIENT, whether arising from or under this Agreement or otherwise howsoever arising, the CLIENT may, without notice to the SERVICE PROVIDER set-off the amount of such liability against any liability of the CLIENT to the SERVICE PROVIDER arising from or under this Agreement, whether either such liability is liquidated or unliquidated, present, or future, accrued or contingent, unless otherwise agreed to in writing by the CLIENT.
	CONTRACT SPECIFIC DATA
	The following contract specific data; amendments; additions; or omissions are applicable to this Contract.

CLAUSES	Compulsory Data
1.1.14	The name of the "Employer" is East London Industrial Development Zone SOC Ltd.
1.2.2	The address of the Employer is Physical Address: Lower Chester Road, Sunnyridge Buffalo City (East London) 5201 Postal Address: P.O. Box 5458 Greenfields 5208 Telephone: 043 – 702 8200

1.1.15	The name of the Employer is: East London Industrial Development Zone SOC Ltd – represented by **Mrs Camagwini Ngxokolo- Nomatye**
1.1.1.16	The address of the Employer's Agent is Physical Address: Lower Chester Road, Sunnyridge Buffalo City (East London) 5201 Postal Address: P.O. Box 5458 Greenfields 5208 Telephone: 043 – 702 8200
5.8.1	The special non-working days are statutory public holidays.
5.8.1	The year-end break will be as stipulated by South African Federation of Civil Employer's Agenting Contractors (SAFCEC).
Appendix 3	**10% will be deducted from each payment certificate (up to 10% of the value of the contract) and will be retained as Retention Money. Half of the Retention Money will be released at Works Completion.**
1.3.5	Replace in its entirety with the following: The Employer will become the owner of the information, documents, advice, recommendations, and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights to which it may be entitled.
1.3.6	Add the following as 1.3.6: The copyright of all information, documents, advice, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalising the Works will vest in the Employer, must be regarded as confidential and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, and may not be published either during the currency of this contract or after termination thereof without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.

1.3.7	Add the following as 1.3.7 The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.
1.3.8	Add the following as 1.3.8: In case of the Contractor providing documents, electronic aids, software programmes or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programmes or like material this provision applies.
4.6.1	Replace with the following: The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the Works outlined in this Contract.
5.3.1	Replace with the following: The Contractor shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works immediately from the date the Contractor is given access to and possession of the Site in terms of Clause 11.
5.4.1	Replace the word “On the Commencement date” with the words “Within 14 days of the Contractor submitting to the Employer’s Agent an acceptable health and safety plan required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)”
5.6.1	The Contractor shall deliver his Programme of work within 14 days from the Commencement Date.
5.9.1	Amend as follows: “On the date that the Contractor is given access to and possession of the site, the Employer’s Agent shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of Contractor.
7.6.4	Replace the words “within a reasonable time” with the words “within the period stipulated by the Employer’s Agent in such order…”

7.9.1	Add the following at the end of this clause: Such losses or damages may be recovered from the Contractor by deducting the same from any amounts still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Contractor and for this purpose all these contracts shall be considered one indivisible whole.
8.6.1.1	The Contractor shall only be required to insure the Works in so far as this comprises new construction. He shall however be required to insure whatever plant, vehicles, tools, equipment and materials are utilised in the execution of his maintenance activities.
8.6.1.1.2	The Employer will not supply any materials.
8.6.1.1.3	The insurance is not required to cover professional fees.
8.6.1.3	Public Liability Insurance shall have a limit of Indemnity of not less than R10 million for any one event. The Public Liability Insurance cover must be extended to include: ▪ Spread of fire ▪ Damage to underground services ▪ Surrounding property
6.5.1	The percentage allowance to cover overhead charges on labour and supervision is 33%, and on material cost the percentage allowance is 10%.
5.7.2	Add the following to the end of the second paragraph: "which costs may be deducted from any payments due to the Contractor in terms of the Contract or any other Contract, within the two-year period, existing between the Employer and the Contractor and for this purpose all these shall be considered on indivisible whole"
5.5.1	The contract period for the Works is Two (02) **years.** *(Note: The contract term will be a maximum period of 2 years, subject to the condition that should the contract value (awarded amount) be achieved prior to the lapse of the 2-year period that the contract will terminate, and the appointed service provider will have no expectation or right to continuation or extension of the contract).*
5.13	Not applicable
6.8.2	Contract Price will be adjusted annually as per the escalation rates declared in the priced bill of quantities year on year
10.1.3.6	Delete

6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	**The percentage retention on the amount due to the Contractor is 10 % on every invoice, up to a limit of 10% of the contract value**
6.10.3	This clause shall be deleted in its entirety.
6.11	This clause shall be deleted in its entirety.
7.8.1	The Defects Liability Period is **12 months**.
9.3.3	Add the following at the end After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any right whatsoever.
10.4.2	Dispute resolution shall be by means of mediation.
10.7	Disputes are to be referred for final settlement to litigation.
11.0	Add the following new Clause 11.0: Amendments to be in writing “No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.”

Contract no: **ES/26/AFSS/01**

	PART 2: DATA PROVIDED BY THE CONTRACTOR
1.8	The name of the Contractor is …… (insert the legal name of the Contractor, as well as the Contractor's registration number, if applicable)
1.2.2	The address of the Contractor is: Physical Address: . . . . Postal Address: . . . . Email address: . . . . . Telephone: . . . . .

C3	**SCOPE OF WORK**	
C3.1	Description of the Works	
C3.2	Drawings	
C3.3	Procurement	
	C3.3.1	Preferential Procurement Procedures
	C3.3.2	Subcontracting
C3.4	Maintenance Works	
	C3.4.1	Works specifications
	C3.4.2	Variations and additions to Standard and Particular specifications
C3.5	Existing Services	
C3.6	Site Establishment	
C3.7	Site Usage	
C3.8	Permits and Way Leaves	
C3.9	Alterations, Additions and Extensions to Existing Works	
C3.10	Management	

C3 **SCOPE OF WORK**

C3.1 **DESCRIPTION OF THE WORKS**

C3.1 DESCRIPTION OF THE WORKS

SUB-ZONE	DESCRIPTION OF LOCATION
Zone 1A	Situated south-west of Sunnyridge, between the Harbour Arterial Road and Prince George Circuit and accessed from the traffic circle at the lower end of the new Chester Road.

C3.2 DRAWINGS

Drawings Issued at Award Stage to successful tenderer

C3.3 PROCUREMENT

Preferential Procurement Procedures

The ELIDZ Procurement Handbook is included in envelope "A" of the tender submission and must be completed in full, and the contents of the handbook shall apply to this project.

Subcontracting

As stipulated in the General Conditions of Contract, the Contractor shall not subcontract
any part of the contract without the prior written consent of the Employer/Rep. Accordingly, the Contractor shall submit his list of proposed subcontractors to the Employer's Rep for approval, prior to commencement of any activities on site.

C3.4 MAINTENANCE WORKS / SPECIFICATIONS

Works Specifications

The standard specifications applicable to this contract are the following **South African Bureau of Standards Standard Specifications:**

- SANS 10827The Application of the National Building Regulations (They have not been issued as part of the tender documentation).
- ASIB 10; 11th & 12 Edition Rules

The Particular Specifications applicable to this contract are:

The ELIDZ Occupational Health and Safety
Specification the ELIDZ Construction
Environmental Management Plan
Standard Specifications for Sprinkler Installations
Detailed Specifications for Sprinkler Installations
These specifications are included in the tender documentation.

C3.5 EXISTING SERVICES

All areas within which the Contractor is required to undertake maintenance operations are serviced with the full range of civil, electrical and communication services, some of which are below ground. The Contractor will be issued with drawings showing the positions of the services that are included in the contract and will be required to determine the position of all other known services, which may be affected by his work, by consultation with the Employer's Agent
The Contractor may be required to undertake work in close proximity to existing services in which case he shall take all necessary precautions to prevent any damage to these services. Should his operations result in any damage to existing services, he shall immediately notify the Employer's Agent who will inspect the damage and determine what further action is required. The Contractor shall be responsible for the cost of all repairs or reinstatement necessary, whether these are carried out with his own resources or by a third party.

C3.6 SITE ESTABLISHMENT

a) Facilities provided by the Employer
Reticulated potable water exists within each zone of the IDZ. Should the Contractor require a supply of water to enable him to undertake any of his activities on the site then a suitable point of supply will be made available off the relevant reticulation. The Contractor shall be responsible for the cost of removal and reinstatement on completion.

All zones of the IDZ are fully reticulated with electricity. Should the Contractor require an electrical connection then he shall discuss his requirements with the Employer's Agent who will arrange for a supply with the necessary capacity at a suitable position. The Contractor shall be responsible for the cost of removal and reinstatement on completion.

Arrangements will be made for the contractor's staff to use the ablution facilities available on the site provide that they are kept in a clean condition and the contractor takes responsibility for breakages caused by his employees.

The Employer is not able to assist with telecommunication facilities and the Contractor shall make his own arrangements for whatever telephone and facsimile facilities he may require.

b) Facilities provided by the Contractor
It is not envisaged that the Contractor will require a permanent campsite, with offices, storage or workshop facilities. Should establishment of any temporary facilities be required to enable the Contractor to carry out any aspect of the work, then the location and extent of such facilities shall require prior approval of the Employer's Agent

The Contractor will not be required to provide an office, telephone, vehicle or any other facilities or equipment for the exclusive use of the Employer, the Employer's Agent or their staff.

Notice Boards
A notice board is not required, nor will the Contractor be permitted to erect his own advertising board.

C3.7 SITE USAGE

The Contractor shall restrict his operations to the immediate vicinity of the work being carried out and he shall not be permitted to unnecessarily obstruct or impact on other adjacent areas.

C3.8 PERMITS AND WAY LEAVES

Permits and way leaves are required for work on the IDZ services.

C3.9 ALTERATIONS, ADDITIONS, AND EXTENSIONS TO EXISTING WORKS

Wherever the Contractor is required to carry out new construction to lines and levels based on or tying into existing infrastructure, he shall first check that the information provided for the existing works is accurate and correct. Should there be any discrepancies as regards position, or defects in the quality of the existing work which may affect the proposed work, then the Contractor shall report these to the Employer's Agent and request clarification prior to proceeding with the new construction.

Survey and Setting Out
The Contractor shall be solely responsible for the survey and setting out of any new work.

C3.10 MANAGEMENT

Management of The Works

a) Planning and Programming
Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Contractor shall prepare and submit to the Employer's Agent a Maintenance Plan that provides full details of the sequence and timing of the scheduled inspections and maintenance activities required in terms of the contract. This shall cover the entire contract period, and shall be amended and revised as necessary until approved by the Employer's Agent

In addition, one week before the end of each month, the Contractor shall submit a list of work to be carried out during the following month, together with the anticipated expenditure, using the relevant items from the Bills of Quantities. The list shall include both scheduled maintenance items and unscheduled additional work items as requested by the Employer's Agent and shall form the basis of the work to be carried out and paid for during the month. The Contractor shall not be entitled to claim for payment for scheduled items that have not been included in the monthly schedule and approved by the Employer's Agent

b) Sequence of the Works

The sequence of work shall be carried out strictly in accordance with the maintenance plan and monthly schedule as detailed above.

Certain other aspects of unscheduled work may be required from time to time in response to call-outs. The response to any call-out shall be categorised according to the need for urgency in attending to the call-out.
The applicable categories of call-out are defined as follows:

i) Emergency Response: This shall be defined as an event that requires an immediate response or action to prevent and/or mitigate against damage, harm or injury to persons or property, or to limit the disruption of services. **The Contractor shall respond to an emergency call-out within 2 hours.**
ii) Urgent Response: This shall mean any failure or repair requirement that could significantly affect the services or pose a danger if left unattended for any length of time. **The Contractor shall respond to an urgent call-out within 24 hours.**

All items of work shall be categorised as routine.

Items will however be included in the Bill of Quantities to allow for additional payment in the event that the Employer's Agent requires either an urgent or emergency response to a specific aspect of unscheduled work.

b) Methods and Procedures

Prior to the commencement of any work on the site the Contractor shall submit method statements for each separate maintenance, repair or construction activity that he is required to undertake. The method statements shall be submitted to the Employer's Agent for approval at least 10 days prior to the scheduled start of the activity. The method statements shall set out the procedures to be followed in carrying out the activity and shall include details of compliance with both Occupational Health and Safety and Environmental aspects.

The Contractor shall ensure that his staff and workers are properly trained in the safe and effective use of any equipment, plant or materials necessary to undertake the work.

d) Quality Control

The Contractor shall ensure that the appearance of his staff is neat and tidy, and he shall provide them with appropriate and easily identifiable uniforms, preferably with the Contractor's logo, to enable them to be recognised at all times while on site.
The Contractor shall provide whatever samples of materials are required for approval prior to commencement and shall undertake all necessary tests that are required in terms of the applicable specification to ensure that his workmanship meets the required standard.

e) Environment

Environmental considerations applicable to this project are detailed in the ELIDZ Construction Environment Management Plan (CEMP).

The Contractor shall ensure that he is fully aware of the requirements of the CEMP and that he understands his responsibilities regarding both his management of the project and the actual construction activities on site.

f) Accommodation of Traffic

The Contractor shall be responsible for the safety of all vehicular and pedestrian traffic affected by his work and shall provide the necessary deviations together with all warning signs, barricading and lighting fully in compliance with the requirements of the SADC Road Traffic Signs Manual.

The Contractor shall maintain access to all buildings and properties affected by his work and shall liaise with the relevant tenants and the IDZ to agree temporary or partial closure of any access point.

g) Other Contractors

Various other maintenance activities and construction contracts will be underway concurrently with this contract. The Contractor may be required to co-ordinate his activities together with the activities of the other contractors, and shall be notified of specific requirements by the Employer's Agent

h) Testing, Completion, Commissioning

Each separate maintenance, repair or construction activity included in the contract shall be fully tested and independently commissioned on completion and shall immediately thereafter be made available for use by the ELIDZ or the relevant tenant.

i) Communications

All communication of whatever nature shall be through the Employer's Agent The procedure for call-outs shall be discussed and agreed between the Contractor and the Employer's Agent prior to commencement.

Categorisation of call-outs and relevant response times are described in clause b) above.

j) Key Personnel

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Contractor shall submit to the Employer or his representative detailed CV's of his key personnel together with their relevant contact details. Should the key personnel not be the same as those included in the tender submission (at the time of contracting or during execution of the services), then the Contractor shall be required to submit for the prior approval of the Employer the names of personnel with equivalent or better qualifications and experience. Failure on the part of the Contractor to do so, shall permit the Client, without prejudice to its other rights, to summarily, and on such terms and notice as it may be deemed fit terminate the agreement. An ASIB registered competent person will be required from time to time on request by the Employer if needed and Contractor is to provide such expertise accordingly.

k) Management Meetings

The Contractor shall be required to attend a monthly meeting during which all aspects relating to the progress, scope, expenditure, OHS and general administration of the contract will be discussed. The Contractor shall ensure that his representative at the meeting has the necessary understanding and authority to make decisions regarding these issues.

l) Payments

All payments to the Contractor shall be by means of electronic transfer and the Contractor shall provide his banking details to the Employer's Agent together with the initial payment claim.

m) Records

The Contractor shall be required to provide a detailed report following each scheduled inspection on an Excel spread sheet or Word document in both hard and electronic format. The report shall be in a format to be agreed with the Employer's Agent and shall contain the following:

- Results of all routine inspections carried out
- A record of the regular maintenance activities undertaken
- A daily record of resources (both personnel and equipment) utilised on site.
- ELIDZ Labour Returns

The report shall be submitted within seven days of the scheduled inspection, and no payment will be made to the Contractor until the report has been received.

In addition the Contractor shall submit a brief report on each item of unscheduled repair work that he is required to carry out.

The report shall be submitted within seven days of completion of the unscheduled item of work, and no payment will be made to the Contractor until the report has been received.

n) Payment Certificates

Payment Certificates shall be drawn up in an agreed format based on the bills of quantities and any variation orders authorised. The date for submission of each payment claim shall be agreed with the Employer's Agent The procedure for preparation of Payment Certificates shall be as follows :

- The actual quantity for each item shall be agreed with the Employer's Agent based on the cumulative total of the previous monthly quantity and any additional work carried out during the month.
- The Contractor shall draw up and submit his claim using the agreed quantities.
- The Engineer shall check the claim and certify the amount to be paid.
- The Contractor shall provide a VAT invoice to the Engineer for the certified amount.

- The Engineer shall submit the claim, the VAT invoice and the payment certificate to the Employer.
- The Employer undertakes to make payment of all amounts due to the contractor within 30 days from receipt of an invoice from the Employer's Agent.
- All invoices are to be submitted for the attention of the Employer's Agent who will in turn deliver the authorized invoices to Accounts.

o) Permits

The Contractor is required to obtain identity tags and access cards from the ELIDZ for all his staff that enter the site. He shall make prior arrangements with the ELIDZ to obtain the tags timeously, as no member of his staff shall be allowed on site without the identity tag clearly displayed. These will be issued by the ELIDZ at no cost to the Contractor.

p) Proof of Compliance with the Law

The Contractor shall be required to comply with all regulations and laws of whatever nature that are applicable to his operations throughout the duration of the contract, and shall produce documentary evidence when requested for all aspects, including, but not limited to :

- Valid proof of registration with the Compensation Commissioner
- Proof of registration for income tax and VAT
- Compliance with the Occupational Health and Safety Act and Construction Regulations.

Health and Safety Requirements and Procedures

The Contractor shall comply with all relevant aspects of the Occupational Health and Safety Act together with the Regulations referred to therein, as applicable to the scope of his activities.

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Hazard Identification and Risk Assessments, and preparation of a Health and Safety Plan. All necessary documentation shall be prepared and submitted for comment and approval immediately after the contract award and prior to commencement with any work on site.

Specific Health and Safety considerations applicable to this project are detailed in the ELIDZ Occupational Health and Safety Specification.

Method statements submitted for the Contractor's maintenance activities shall include details of compliance with Occupational Health and Safety and shall be submitted immediately after the contract award.

The Contractor shall ensure that all his personnel are properly inducted with respect to the ELIDZ Occupational Health and Safety standards prior to their undertaking any work within the IDZ premises.

The Contractor shall provide the necessary personal protective equipment and clothing to all staff as necessary for the type of work being carried out.

Wherever the Contractor's staff may be subjected to hazardous substances, excessive dust or noise, then he is to arrange for pre- and post-employment medical examinations on the relevant employees.

No member of the Contractor's staff shall be allowed on site while under the influence of alcohol or drugs. Any member of his staff that exhibits any signs of alcohol or drug usage shall be removed from the ELIDZ premises by security staff.

The Contractor shall be responsible for the protection of the public in the areas in which he is working and shall provide barricades and lighting as necessary to ensure their safety. He shall

also be responsible for the safe control of traffic wherever his works impact on the existing roadways.

Environmental Management Plan (EMP) Requirements and Procedures

The Contractor shall comply with all relevant aspects of the ELIDZ Construction Environmental Management Plan (CEMP) together with the Regulations referred to therein, as applicable to the scope of his activities.

The ELIDZ CEMP is attached as Appendix B

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Environmental Risk Assessments, and preparation of Method Statements for comment and approval prior to commencement with any work on site.
The Contractor shall ensure that all his personnel are properly inducted with respect to the ELIDZ CEMP standards prior to their undertaking any work within the IDZ premises.

C4 SITE INFORMATION

C4.1 Existing Services

C4.2 Existing Buildings

C4.3 Environmental Restrictions

C4 SITE INFORMATION

C4.1 EXISTING SERVICES

All areas within which the Contractor is required to undertake maintenance operations are serviced with the full range of civil, electrical and communication services, most of which are below ground. The Contractor will be issued with drawings showing the positions of the services that are included in the scope of work that comprises his contract. He will be required to determine the position of all other known services which may be affected by his work, by consultation with the Employer's Agent

C4.2 EXISTING BUILDINGS

Numerous buildings exist within the area in which the Contractor is required to undertake maintenance operations. Should the Contractor require drawings of any existing building to enable him to undertake his activities on site, then he shall request these from the Employer's Agent, who will make the necessary arrangements with the ELIDZ or other consultants for the provision of the record drawings for these buildings.

C4.3 ENVIRONMENTAL RESTRICTIONS

Certain areas within the ELIDZ have been designated as "Environmentally sensitive areas". Drawings indicating the location and extent of these areas can be obtained by request from the Employer's Agent Under no circumstances shall the Contractor enter or use these areas for any purpose whatsoever, without the specific written approval of the Employer's Agent

APPENDICES

APPENDIX A

ELIDZ OHS Regulations

APPENDIX B

ELIDZ CEMP

APPENDIX B

TECHNICAL SPECIFICATIONS