

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

BID NUMBER PWRT/671/22/MP

**SUPPLY, REPAIR, INSTALLATION AND
TESTING OF SPLIT-TYPE AIR CONDITIONING
UNITS
AT
VARIOUS INSTITUTIONS FOR A
PERIOD OF THREE YEARS**

ISSUED BY:

**DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT
PRIVATE BAG X11302
NELSPRUIT
1200**

NAME OF BIDDER :



MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

**SUPPLY AND DELIVERY, ALTERNATIVELY SUPPLY, DELIVERY,
INSTALLATION AND TESTING, OF SPLIT-TYPE AIR CONDITIONING UNITS
PWRT/671/22/MP**

**The DEPARTMENT OF PUBLIC
WORKS, ROADS AND TRANSPORT**

Private Bag X11302
Riverside Government Building
NELSPRUIT

Contact:

Name: JT Mavhungire
Telephone: (013) 766 0886

Compiler: Departmental

Tenderer: _____

Total of the prices exclusive of value added tax: R

Preference claimed for:

BBBEE Status Level of agreement

Preferences claimed for tendered contract participation goal of:

[☞ - To be completed by tenderer]

PART A
SBD1
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE			
BID NUMBER:	PWRT/671/22/MP	CLOSING DATE:	14 March 2022
		CLOSING TIME:	12H00
DESCRIPTION	SUPPLY AND DELIVERY, ALTERNATIVELY SUPPLY, DELIVERY, INSTALLATION AND TESTING, OF SPLIT-TYPE AIR CONDITIONING UNITS PWRT/671/22/MP.		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE
BID BOX SITUATED AT (STREET ADDRESS)

MBOMBELA, Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, **PIET RETIEF**, No. 11 Measroch Street, Piet Retief Office, **KWAMHLANGA**, KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre **EVANDER**, 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, **BUSHBUCKRIDGE**, Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), **MIDDELBURG**, Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, **MALELANE**, 24 Air Street, Malelane. **ELUKWATINI**, Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.

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			
	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	☐	A REGISTERED AUDITOR	
		NAME:	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
3. SIGNATURE OF BIDDER	4. DATE		
5. CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
6. TOTAL NUMBER OF ITEMS		7. TOTAL BID PRICE	

OFFERED		(ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	PUBLIC WORKS, ROADS & TRANSPORT	CONTACT PERSON	Mr DT Mahlalela
CONTACT PERSON	Mr JT Mavhungire	TELEPHONE NUMBER	013 766 8906
TELEPHONE NUMBER	013 766 0886	FACSIMILE NUMBER	
CELL. NUMBER	076 974 1558	CELL. NUMBER	072 895 3062
FACSIMILE NUMBER		E-MAIL ADDRESS	mahlaleladt@mpg.go.za
E-MAIL ADDRESS	jmvhungire@googlemail.com		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION: 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT. 1.6. OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID
2. TAX COMPLIANCE REQUIREMENTS 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 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. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐

YES ☐ NO

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 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

**SUPPLY AND DELIVERY, ALTERNATIVELY SUPPLY, DELIVERY,
INSTALLATION AND TESTING, OF SPLIT-TYPE AIR CONDITIONING
UNITS**

Contents

Number	Heading
The Tender	
Part T1:	Tendering procedures
	Evaluation criteria
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
Part T2:	Returnable documents
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
The Contract	
Part C1:	Agreement and Contract Data
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Form of Guarantee - None
C1.3	Construction Guarantee – None
C1.4	Adjudicator's Contract - None
Part C2:	Pricing data
C2.1	Pricing Instructions
C2.2	Schedules or Quantities
Part C3:	Scope of Work
C3	Scope of Work
Part C4:	Site information
C4	Site Information - None

Prequalification Criteria (Objective Criteria)

- (a) The Preferential Procurement Policy Framework Act (PPPFA) stipulates the Department must apply prequalification criteria to certain designated groups.
- (b) In line with the above described PPPFA prequalification criteria, service providers who meet the following criteria are eligible to submit their bids:
- Bidders must have a **level 1 B-BBEE** status level contributor;
 - Bidders who are **EME or QSE**.

NB: Bidders who fail to meet any pre-qualifying criteria specified for this bid will NOT be accepted.

Evaluation Criteria

Note: 90/10 preference point system will be used. **(CIDB GRADE needed: Minimum 4 ME or higher)**

Maximum Points allocation	Specified goal	Calculation method
Max Points	Quality control practises which ensure employer requirements.	Total = W1+W2+ W3+ W4+ W5 + W6
W ₁ = 20	(1) Submission of Qualifications of Appropriate Artisans employed (i.e. Trade Test Certificate) • Less than 2 qualified artisan = 0 point • 3 qualified artisans = 5 points • 4 qualified artisans = 15 points • 5 qualified artisans or more = 20 points Bidders must attach relevant electrical/mechanical trade certificates as proof. Bidders will score zero points for non-submission of required proof.	
W ₂ = 30	(2) Previous experience (Total Value in Rand) i.e. Split Unit Air Conditioning units. • Less than five hundred thousand = 0 points • five hundred thousand to one million = 10 points • One million to two million = 20 points • Above two million = 30 points Bidders must submit copies of appointment letters, work orders and completion certificates for the project previously completed. Bidders will score zero points for non-submission of required proof.	
W ₃ = 25	(3) Previous experience (Years) i.e. Split Unit Air	

	Conditioning units. • Less than 1 year = 0 points • One year to two years = 5 points • Three years to four years = 15 points • Above four years = 25 points Bidders must attach relevant electrical/mechanical trade certificates as proof. Bidders will score zero points for non-submission of required proof.	
W4 = 10	(4) Availability of equipped Workshop: • Within Mpumalanga = 10 points • Other Provinces = 0 points Bidders must attach a municipal utility bill or lease agreement in the company name for the premises. Bidders will score zero points for non-submission of required proof.	
W5 = 15	(5) Number of Service vehicles which must be LDVs: • Less than 2 LDV Service Vehicle = 0 points • Two LDV Service Vehicle = 5 points • Three LDV Service Vehicle = 15 points • Four or more LDV Service Vehicle = 25 points Bidders must attach vehicle registration certificates for owned vehicles. Bidders will score half for hired vehicles.	

Maximum Points Allocation	Specified goal	Calculation method
1. BBBEE		
HEADING	CRITERIA	MAXIMUM POSSIBLE POINTS (80 POINTS)
PRICE	TENDER AMOUNT / RATES	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR		
	1	20
	2	18
	3	14

	4	12
	5	8
	6	6
	7	4
	8	2
	NON – COMPLIANT CONTRIBUTOR	0
2. PRICE (Financial offer)		
Total = 80	N_{FO} = Financial offer P_m = Most favourable tender offer P = Tender under consideration	$N_{FO} = 80 \left[1 - \frac{[P - P_m]}{P_m} \right]$
Totals	Tender evaluation points = Points for financial offer + points for BBBEE	$T_{EV} = N_{FO} + BBBEE$

- NB:
- (i) Cut-off points for Functionality (threshold) = 70/100 points. The bid will be disqualified if it fails to meet the minimum threshold for functionality
 - (ii) The Department reserves the right to verify the correctness of all the information provided by the bidder.

Evaluation Criteria Questionnaire (To be completed by tenderer:)

Note: It is the responsibility of the tenderer to verify the above mentioned items to enable the Department to allocate points to the stated criteria, if the evaluation Criteria Questionnaire is not completed a score of null will be allocated to this portion.

Compulsorily tenderers information required:

CIDB Registration number:

CIDB GRADE:*

Quality control practises which ensure employer requirements.

(1) Submission of Qualifications of Appropriate Artisans employed (i.e. Trade Test Certificate)

- Less than 2 qualified artisan = 0 point
- 3 qualified artisans = 5 points
- 4 qualified artisans = 15 points
- 5 qualified artisans or more = 20 points

(2) Previous experience (Total Value in Rand) i.e. Split Unit Air Conditioning units.

- Less than half million = 0 points
- Half a million to one million = 5 points
- One million to two million = 10 points
- Two million to three million = 20 points
- Above three million = 30 points

(3) Previous experience (Years) i.e. Split Unit Air Conditioning units.

- Less than 1 year = 0 points
- One year to two years = 5 points
- Three years to four years = 15 points
- Above four years = 25 points

(4) Number of Service vehicles which must be LDVs:

- Less than 2 LDV Service Vehicle = 0 points
- Two LDV Service Vehicle = 5 points
- Three LDV Service Vehicle = 15 points
- Four or more LDV Service Vehicle = 25 points

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

SUPPLY AND DELIVERY, ALTERNATIVELY SUPPLY, DELIVERY, INSTALLATION AND TESTING, OF SPLIT-TYPE AIR CONDITIONING UNITS

T1.1 Tender Notice and Invitation to Tender

The DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT, Mpumalanga Provincial Government, invites tenders for the SUPPLY AND DELIVERY, ALTERNATIVELY SUPPLY, DELIVERY, INSTALLATION AND TESTING, OF SPLIT-TYPE AIR CONDITIONING UNITS

It is estimated that tenderers should have a CIDB contractor grading designation of : **4ME**.

Tenderers must be registered with the CIDB in a **4ME** class of construction works. (Minimum)

Document collections: The physical address for collection of tender documents is:
Bid documents are available from the following Supply Chain Management Offices during working hours:

1. **MBOMBELA**
Riverside Government Complex
Building No 9, Government Boulevard, MBOMBELA, 1200
Telephone number: Mr VS Ngobe (013) 766 6339 or Ms NN Ndlovu
(013) 766 8258 Fax number: (013) 766 8455
2. **MALELANE**
24 Air Street
Malelane
Contact Person: Mr G Sibiyi or Ms DM Thobela: 013
7900 719 / 723 Fax No. : (013) 790 0514
3. **SIYABUSWA**
Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa, 0472
Contact Person: Mr. Tsepho Ngwatle or Ms Sophie
Masanabo Telephone number: (013) 766 7961/62
4. **MIDDELBURG**
Department of Public Works
Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office
numbers A20, 21 and 25 Contact Person: Ms Lorraine Motebu or Ms Mendy Kabini
Telephone number: (013) 282 8776 / 9151
Fax number: (013) 282 8776
5. **ELUKWATINI**
Elukwatini Sub Regional offices
Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A,
Elukwatini, 1190. Contact Person: Mr Z Mkhonza or Ms TL Khathide: Telephone No: 017 883 1396/7
6. **PIET RETIEF**
No. 11 Measroch Street, Piet Retief Office
Contact Person: Mr Alex Shongwe
Telephone number : (017) 826 1671
Fax No: (017) 826 0577

7. KWAMHLANGA

KwaMhlanga Government Complex
Department of Finance, Building No. 12, Computer Centre
Contact Person: Ms TA Sibanyoni: 013 766 4872, Ms. Emily Mnguni: 013 766 4873 or Ms TS Mabena: 013 766 4875 Fax
Number: (013) 947 2250

8. EVANDER

10 Cornell Road (previously occupied by Evander Home
Affairs Offices), Evander, 2280
Contact Person: Mr Andries Mahlangu or Ms Martha Mahlangu or Mr Nhlanhla Mavuso
Telephone Number: (017) 632 1607 or
1540 or 1549 Fax Number: (017) 632
1395

9. BUSHBUCKRIDGE

Bushbuckridge Advice Centre
Department of Finance, Protea building (old Telkom building)
Contact Person: Mr Cecil Tshabangu, Mr Peterson Sithole:
Telephone Numbers: 013 799 2125
Fax: (013) 799 0535

Document submissions

Please note that bid documents can be collected at any of the above-mentioned satellite offices, but bid/tender documents can **ONLY BE SUBMITTED** at the following Supply Chain Offices, as bid closures are **ONLY** administered at the offices listed below:

MBOMBELA

Riverside Government Complex
Building No 9, Government Boulevard, Mbombela, 1200
Telephone number: Mr VS Ngobe (013) 766 6339 or Ms NN Ndlovu (013) 766 8258

PIET RETIEF

No. 11 Measroch Street, Piet Retief Office
Contact Person: Mr Alex Shongwe: Telephone number: (017) 826 1671

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Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25 Contact Person: Ms Lorraine Motebu or Ms Mendy Kabini
Telephone number: (013) 282 8776 / 9151

MALELANE

24 Air Street
Malelane
Contact Person: Mr G Sibiya or Ms DM Thobela: 013 7900 719 / 723 Fax No. : (013) 790 0514

The bid box is generally open 24 hours a day, 7 days a week.

A non-refundable tender deposit of R100 payable in cash or by bank guaranteed cheque made out in favour of the Employer, payable at the Tender Office is required on collection of the tender documents.

Technical queries relating to the issue of these documents may be addressed to Mr. A van der Merwe (013 766 8923), Mr. DT Mahlalela (013 766 8906),(072 895 30620; BM Thusi (082 3434 755), Tel: (013) 766 8923, 013 766 0883. For any tender administration queries please contact Thembi Thobela - 013 766 8259 at the tender office Building 9 Riverside Government Complex.

A compulsory clarification meeting with representatives of the Employer will take place.

The closing time for receipt of tenders is 12H00hrs and closing date is as indicated in the tender bulletin. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

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

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SUPPLY AND DELIVERY, ALTERNATIVELY SUPPLY, DELIVERY, INSTALLATION AND TESTING, OF SPLIT-TYPE AIR CONDITIONING UNITS

1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (August 2006). (see www.cidb.org.za).

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.

The additional conditions of tender are:

Clause number	Tender Data
F.1.1	The employer is the DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT, Mpumalanga Provincial Government.
F.1.2	The tender documents issued by the employer comprise: T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules Part 1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's Contract Part 2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities Part 3: Scope of work C3 Scope of work Part 4: Site information C4 Site information
F.1.3	The employer's agent is: Name: FA van der Merwe Address: Private Bag X11302, NELSPRUIT Tel: (013) 766 8923 E-mail: avdmerwe@mpg.gov.za
F.2.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a 4ME class of construction work, are eligible to have their tenders evaluated.
F.2.2	There will be compulsory clarification meetings

- F.2.3 If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. The alternative submission must be handed in with the original offer as per this document.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

- F.2.4 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.
- F.2.5 The employer's address for delivery of tender offers and identification details to be shown
F.2.6 on each tender offer package are:

Location of tender box: Building 9, Riverside Government Complex

Physical address: Riverside Government Complex , NELSPRUIT

Identification details: **SUPPLY AND DELIVERY, ALTERNATIVELY SUPPLY, DELIVERY, INSTALLATION AND TESTING, OF SPLIT-TYPE AIR CONDITIONING UNITS**

Postal address: MPUMALANGA PROVINCIAL TENDER OFFICE , PRIVATE BAG X 11246, NELSPRUIT 1200

- F.2.7 A two-envelope procedure will not be followed.
- F.2.8 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- F.2.9 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
- F.2.10 The tender offer validity period is 90 DAYS
- F.2.11 Access shall be provided for the following inspections, tests and analysis:
Workshops, Test Instruments, Service Vehicles, Equipment and Staff Qualification
- F.2.12 The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and a copy of an **valid** Tax Pin issued by the South African Revenue Services.
- Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.
- F.2.13 Tenders will be opened immediately after the closing time for tenders

F.2.14 The procedure for the evaluation of responsive tenders is Method 2

The financial offer will be scored using Formula 2 (option 1) where the value of W_1 is:

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

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

F2.15 Tender offers will only be accepted if:

- a) the tenderer has in his or her possession an original valid Tax Pin issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) 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;
- d) the tenderer has not:
 - 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; and
- e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.2.16 The number of paper copies of the signed contract to be provided by the employer is one.

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T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Where any of the compulsory returnable schedules makes a provision for signature, the said schedule must be fully completed and signed; failure which the bidder will be automatically disqualified

a) Compulsory Returnable Schedule (Certified copies/ originals of the following documents)

- Company Registration documents;
- Copies of Identity Documents for all Company owners and/or directors;
- Joint Venture Agreement (where applicable);
- COIDA certificate / Letter of good standing as issued by the Department of Labour (Letter for tender purposes will NOT be accepted);
- Fully Completed and Signed Form of Offer;
- Enterprise Questionnaire
- Fully completed bill of quantities.
- SBD forms: SBD4, SBD6.1, SBD6.2, SBD8 and 9 (fully completed and signed);
- Fully completed and signed bid document.

NB: Failure to submit the above compulsory documents and schedules will automatically disqualify the bid.

b) Returnable Schedules required only for bid evaluation purposes

- Copies of appointment letters indicating the value of work done, work orders issued for the work and completion certificates;
- Municipal utility bill or lease agreement in company name for the premises
- Car registration certificate for owned vehicles;
- Certified copies of relevant qualifications and trade certificates for project personnel;
- Certified copy of BBBEE Certificate; for QSE SANAS approved or sworn affidavit for EMEs attested by Commissioner of Oaths.
- SARS PIN issued by South African Revenue Services
- Contractor must be registered on CIDB grading 4 ME or higher
- Proof of Central Supplier Database (CSD) registration.

c) Pricing Proposal and Specific Contract Details

- Bids must be submitted in South African Rand, on a fixed price basis, including VAT (if Bidder is registered);
- The Department is not bound to accept any of the proposals submitted and reserve the right to call for Best and Final Offers from short-listed bidders before final selection;
- The Department reserves the right to call interviews with short-listed Bidder before final selection;
- The lowest or any bid will not necessary be accepted and the Department reserves the right to accept the whole or part of any bid;

- All price escalations will only effect after the first completed year of contract;
- Bidders that supply a separate pricing schedule will automatically be disqualified;
- No alternative proposal will be permissible;
- The Department reserve the right to appoint more than one service provider.

2. COMPULSORY BRIEFING SESSION

- 2.1 The will be a briefing session
- 2.2 Furthermore, any enquiries on this bid must be directed to the contact person indicated in the tender document.

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.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,, Id number chairperson of the Board of Directors of hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Msacting in the capacity of, was authorised to sign all documents in connection with the tender for Contract No and any contract resulting from it, on behalf of the company.

Chairman:

As Witnesses: 1.

2. Date:.....

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading ashereby authorise Mr/Ms, acting in the capacity of, to sign all documents in connection with the tender for Contract No and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
..... ID No.....			
..... ID No.....			
..... ID No.....			
..... ID No.....			

Note : *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,.....
..... hereby authorize Mr/Ms
acting in the capacity of, to sign all documents in connection with the tender for Contract No and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms, authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

Note : *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(V) CERTIFICATE FOR SOLE PROPRIETOR

I,, hereby confirm that I am the sole owner of the business trading as

Signature of Sole owner:

As Witnesses:

1.

2.

Date:

Schedule of Proposed Subcontractors



We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			
	Signed		Date
	Name		Position
	Tenderer		

Schedule of Plant and Equipment



The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

Schedule of the Tenderer's Experience



The following is a statement of similar work successfully executed by myself / ourselves:

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Start and completion Date

Signed		Date	
Name		Position	
<i>Tenderer</i>			

Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed		Date	
Name		Position	
<i>Tenderer</i>			

DECLARATION OF INTEREST (SBD 4)

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.

"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.

"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 / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....

2.9 Do you, or any person connected with the 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, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

.....

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

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

4 DECLARATION

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

May 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	☐	☐
Black people who are youth	☐	☐
Black people who are women	☐	☐
Black people with disabilities	☐	☐
Black people living in rural or underdeveloped areas or townships	☐	☐
Cooperative owned by black people	☐	☐

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

(a) disqualify the person from the bidding process;

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. 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.
- 1.3. 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.
- 1.4. 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.
- 1.5. 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) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 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.

1.6. 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;

2. 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	☐	NO	☐
-----	--------------------------	----	--------------------------

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 at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.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.

4. 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: (Procurement Authority / Name of Institution):

NB

1. 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.

2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.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 4.1 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 4.1 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: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any 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 <i>audi alteram partem</i> 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:		

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

Js365bW

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:

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf: _____ 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;
 - (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

Js914w 2

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

**SUPPLY AND DELIVERY, ALTERNATIVELY SUPPLY, DELIVERY,
INSTALLATION AND TESTING, OF SPLIT-TYPE AIR CONDITIONING UNITS**

**C1.1 Form of Offer and Acceptance
Offer**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **SUPPLY AND DELIVERY, ALTERNATIVELY SUPPLY, DELIVERY, INSTALLATION AND TESTING, OF SPLIT-TYPE AIR CONDITIONING UNITS**

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

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

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

.....Rand (in words);

R (in figures)

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

Signature

Date

Name

Capacity

for the tenderer

(Name and
address of
organization)

Name and
signature
of witness

Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

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

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

Signature Date

Name

Capacity

**for the
Employer**

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT
Riverside Government Building
Private Bag X 11302, Nelspruit

Name and
signature
of witness

Date

Schedule of Deviations

1 Subject	
Details	
.....	
.....	
.....	
.....	
2 Subject	
Details	
.....	
.....	
.....	
3 Subject	
Details	
.....	
.....	
.....	
4 Subject	
Details	
.....	
.....	
.....	
5 Subject	
Details	
.....	
.....	

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

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

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

**SUPPLY AND DELIVERY, ALTERNATIVELY SUPPLY, DELIVERY,
INSTALLATION AND TESTING, OF SPLIT-TYPE AIR CONDITIONING UNITS**

C1.2 Contract Data

The General Conditions of Contract for Government Procurement (Annexure A) are applicable to this contract. Copies of these conditions of contract may be obtained from the Department.

FULL NAME AND ADDRESS OF TENDERER:

.....

.....

.....

.....
TENDERERS SIGNATURE

.....
DATE

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

**SUPPLY AND DELIVERY, ALTERNATIVELY SUPPLY, DELIVERY,
INSTALLATION AND TESTING, OF SPLIT-TYPE AIR CONDITIONING UNITS**

C2.2 Quantities (All prices exclude VAT)

2.2.1 WORK ON ORDER ONLY - GERT SIBANDE

Ermelo Regional Office

2.2.2 Supply, Maintenance and Repair

2.2.3 Labour rate (VAT Excluded)

Description	Normal time 07h00-17h00	Over Time	Emergency Call Outs	Sundays & Public Holidays
Artisan	R _____ /h	R _____ /h	R _____ /h	R _____ /h
Unskilled assistant	R _____ /h	R _____ /h	R _____ /h	R _____ /h
Apprentice	R _____ /h	R _____ /h	R _____ /h	R _____ /h

These rates shall include for all overheads, profit, subsistence, etc. as per clause 2.14.

2.2.4 Transport rate

Motor car : R _____ /km
¾ ton to 1 ton LDV : R _____ /km
2 Ton to 3 ton truck : R _____ /km
Other, specify : R _____ /km

These rates shall include travelling time and be calculated from Ermelo regional office.
(Refer clause 2.13)

2.2.5 Mark-up

Percentage mark-up for profit, overhead, insurance guarantee etc. on nett cost
materials, spare parts and chemicals (Refer clause 2.15). (Max. 20%) _____ %

NOTE

- i) Unless and until a formal agreement is prepared and executed, this Tender together with the written acceptance thereof by yourselves or any person acting on your behalf shall constitute a binding Contract between the Department and yourself.
- ii) All rates shall include for consumables as specified, production of job cards and reproduction of job cards on completion of work and submittal with invoice.
- iii) Escalation shall be calculated as specified on the dates as specified.
- iv) Is after hours emergency facilities available?
- v) If yes indicate Telephone No
- vi) Will training be given as specified?
- vii) Copies of artisans certificate of qualification attached.

Yes	No
Code ()	
Yes	No

Yes / No

I/We hereby confirm that I/We have satisfied myself/ourselves as to the correctness and validity of my/our tender, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/We accept that any mistakes regarding price(s) and calculations will be at my/our risk.

FULL NAME AND ADDRESS OF TENDERER :

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.....

TENDERERS SIGNATURE

.....

DATE

2.2.6 WORK ON ORDER ONLY – NKANGALA

Kwamhlanga Regional Office

2.2.7 Supply, Maintenance and Repair

2.2.8 Labour rate (VAT Excluded)

Description	Normal time 07h00-17h00	Over Time	Emergency Call Outs	Sundays & Public Holidays
Artisan	R _____ /h	R _____ /h	R _____ /h	R _____ /h
Unskilled assistant	R _____ /h	R _____ /h	R _____ /h	R _____ /h
Apprentice	R _____ /h	R _____ /h	R _____ /h	R _____ /h

These rates shall include for all overheads, profit, subsistence, etc. as per clause 2.14.

2.2.9 Transport rate

Motor car : R _____ /km
 ¾ ton to 1 ton LDV : R _____ /km
 2 Ton to 3 ton truck : R _____ /km
 Other, specify : R _____ /km

These rates shall include travelling time and calculated from Kwamhlanga office. (Refer clause 2.13)

2.2.10 Mark-up

Percentage mark-up for profit, overhead, insurance guarantee etc. on nett cost materials, spare parts and chemicals (Refer clause 2.15). (Max. 20%) _____ %

NOTE :

- i) Unless and until a formal agreement is prepared and executed, this Tender together with the written acceptance thereof by yourselves or any person acting on your behalf shall constitute a binding Contract between the Department and yourself.
- ii) All rates shall include for consumables as specified, production of job cards and reproduction of job cards on completion of work and submittal with invoice.
- iii) Escalation shall be calculated as specified on the dates as specified.
- iv) Is after hours emergency facilities available?

Yes	No
-----	----
- v) If yes indicate Telephone No _____ Code () _____
- vi) Will training be given as specified?

Yes	No
-----	----
- vii) Copies of artisans certificate of qualification attached. Yes / No

I/We hereby confirm that I/We have satisfied myself/ourselves as to the correctness and validity of my/our tender, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/We accept that any mistakes regarding price(s) and calculations will be at my/our risk.

FULL NAME AND ADDRESS OF TENDERER :

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TENDERERS SIGNATURE

.....

DATE

2.2.11 WORK ON ORDER ONLY - EHLANZENI

Nelspruit Regional Office

2.2.12 Supply, Maintenance and Repair

2.2.13 Labour rate (VAT Excluded)

Description	Normal time 07h00-17h00	Over Time	Emergency Call Outs	Sundays & Public Holidays
Artisan	R _____ /h	R _____ /h	R _____ /h	R _____ /h
Unskilled assistant	R _____ /h	R _____ /h	R _____ /h	R _____ /h
Apprentice	R _____ /h	R _____ /h	R _____ /h	R _____ /h

These rates shall include for all overheads, profit, subsistence, etc. as per clause 2.14.

2.2.14 Transport rate

Motor car : R _____ /km
 ¾ ton to 1 ton LDV : R _____ /km
 2 Ton to 3 ton truck : R _____ /km
 Other, specify : R _____ /km

These rates shall include travelling time and calculated from Nelspruit office. (Refer clause 2.13)

2.2.15 Mark-up

Percentage mark-up for profit, overhead, insurance guarantee etc. on nett cost materials, spare parts and chemicals (Refer clause 2.15). (Max. 20%) _____ %

NOTE :

- i) Unless and until a formal agreement is prepared and executed, this Tender together with the written acceptance thereof by yourselves or any person acting on your behalf shall constitute a binding Contract between the Department and yourself.
- ii) All rates shall include for consumables as specified, production of job cards and reproduction of job cards on completion of work and submittal with invoice.
- iii) Escalation shall be calculated as specified on the dates as specified.
- iv) Is after hours emergency facilities available?

Yes	No
-----	----
- v) If yes indicate Telephone No Code()
- vi) Will training be given as specified?

Yes	No
-----	----
- vii) Copies of artisans certificate of qualification attached. Yes / No

I/We hereby confirm that I/We have satisfied myself/ourselves as to the correctness and validity of my/our tender, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/We accept that any mistakes regarding price(s) and calculations will be at my/our risk.

FULL NAME AND ADDRESS OF TENDERER :

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TENDERERS SIGNATURE

.....

DATE

2.2.16 WORK ON ORDER ONLY - BOHLABELA

Thulamahashe Regional Office

2.2.12 Supply, Maintenance and Repair

2.2.13 Labour rate (VAT Excluded)

Description	Normal time 07h00-17h00	Over Time	Emergency Call Outs	Sundays & Public Holidays
Artisan	R _____ /h	R _____ /h	R _____ /h	R _____ /h
Unskilled assistant	R _____ /h	R _____ /h	R _____ /h	R _____ /h
Apprentice	R _____ /h	R _____ /h	R _____ /h	R _____ /h

These rates shall include for all overheads, profit, subsistence, etc. as per clause 2.14.

2.2.14 Transport rate

Motor car : R _____ /km
¾ ton to 1 ton LDV : R _____ /km
2 Ton to 3 ton truck : R _____ /km
Other, specify : R _____ /km

These rates shall include travelling time and calculated from Nelspruit office. (Refer clause 2.13)

2.2.15 Mark-up

Percentage mark-up for profit, overhead, insurance guarantee etc. on nett cost materials, spare parts and chemicals (Refer clause 2.15). (Max. 20%) _____ %

NOTE :

- Unless and until a formal agreement is prepared and executed, this Tender together with the written acceptance thereof by yourselves or any person acting on your behalf shall constitute a binding Contract between the Department and yourself.
- All rates shall include for consumables as specified, production of job cards and reproduction of job cards on completion of work and submittal with invoice.
- Escalation shall be calculated as specified on the dates as specified.

- iv) Is after hours emergency facilities available?

Yes	No
-----	----

- v) If yes indicate Telephone No

Code()

vi) Will training be given as specified?

Yes	No
-----	----

vii) Copies of artisans certificate of qualification attached. Yes / No

I/We hereby confirm that I/We have satisfied myself/ourselves as to the correctness and validity of my/our tender, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/We accept that any mistakes regarding price(s) and calculations will be at my/our risk.

FULL NAME AND ADDRESS OF TENDERER :

.....

.....

.....

.....
TENDERERS SIGNATURE

.....
DATE

SCHEDULE OF RATES – SPARES (VAT excluded)

PRICE SCHEDULE (WALL MOUNTED SPLITS)

(To be completed by Tenderer)

Prices for supply and delivery, alternatively supply, delivery, installation and testing of complete units, excluding prices of refrigerant tubing, electric cable and other materials necessary to interconnect indoor and outdoor units.

PRICES IN SA CURRENCY (VAT AT 14% EXCLUDED)

NOTE: Capacities to be interpreted as approximate

No	Capacity of unit			WALL-MOUNTED SPLIT			
	Cooling @ 35 °C		Heating	Cooling only	Unit with automatic heat/cool changeover	Standard installation cost *	Minor / Major service
	kW	BTU	kW				
1.	2.00	7 000	2.00	R.....	R.....	R.....	R..... R.....
2.	2.60	9 000	2.60	R.....	R.....	R.....	R..... R.....
3.	3.50	12 000	3.50	R.....	R.....	R.....	R..... R.....
4.	5.10	18 000	5.10	R.....	R.....	R.....	R..... R.....
5.	6.30	22 000	6.30	R.....	R.....	R.....	R..... R.....
6.	7.03	24 000	7.03	R.....	R.....	R.....	R..... R.....
TOTAL 1				R.....	R.....	R.....	R.....

PRICE SCHEDULE (CASSETTE SPLIT UNITS)

(To be completed by tenderers)

PRICES IN SA CURRENCY (VAT AT 14% EXCLUDED)

Supply and delivery only. (Prices complete air conditioning unit)

No	Capacity of unit			CASSETTE SPLIT UNIT			
	Cooling @ 35 °C		Heating	Cooling only	Unit with automatic heat/cool changeover	Standard installation cost	Minor / Major service
	kW	BTU	kW				
1.	3.50	12 000	3.50	R.....	R.....	R	R..... R.....
2.	5.20	18 000	5.20	R.....	R.....	R	R..... R.....
3.	6.90	25 000	6.90	R.....	R.....	R	R..... R.....
4.	7.70	26 800	7.70	R.....	R.....	R	R..... R.....
5.	10.40	36 000	10.40	R.....	R.....	R	R..... R.....
6.	13.051	44 000	13.051	R.....	R.....	R	R..... R.....
7.	15.08	52 000	15.08	R.....	R.....	R	R..... R.....
TOTAL 2				R.....	R.....	R.....	R.....

PRICE SCHEDULE (UNDER CEILING SPLIT UNITS)

(To be completed by tenderers)

PRICES IN SA CURRENCY (VAT AT 14% EXCLUDED)

Supply and delivery only. (Prices complete air conditioning unit)

No	Capacity of unit			UNDER CEILING SPLIT UNIT			
	Cooling @ 35 °C		Heating	Cooling only	Unit with automatic heat/cool changeover	Standard installation cost	Minor/ Major service
	KW	BTU	kW				
1.	5.30	18 000	5.30	R.....	R.....	R	R..... R
2.	6.50	22 000	6.50	R.....	R.....	R	R..... R
3.	7	24 000	7	R.....	R.....	R	R..... R
4.	10.40	36 000	10.40	R.....	R.....	R	R..... R
5.	12.40	42 000	12.40	R.....	R.....	R	R..... R
6.	14.50	50 000	14.50	R.....	R.....	R	R..... R
TOTAL 3				R.....	R.....	R.....	R.....

PRICE SCHEDULE (WINDOW WALL UNITS - COOLING ONLY)

(To be completed by tenderers)

PRICES IN SA CURRENCY (VAT AT 14% EXCLUDED)

Supply and delivery only. (Prices complete air conditioning unit)

No.	Capacity of unit			WINDOW WALL UNITS			
	Cooling @ 35°C		Heating	Cooling only	Unit with automatic heat/ cool changeover	Standard installation cost	Minor/ Major Service
	kW	Btu/h	kW				
1.	1.90	6600	-	R.....	R.....	R.....	R..... R
2.	2.6	9000	-	R.....	R.....	R.....	R..... R
3.	3.5	12000	-	R.....	R.....	R.....	R..... R
4.	5.20	18 000	-	R.....	R.....	R.....	R..... R
5.	6.5	24 000	-	R.....	R.....	R.....	R..... R
TOTAL 4				R.....	R.....	R.....	R.....

PRICE SCHEDULE (FLOOR SPLIT UNITS)

(To be completed by tenderers)

PRICES IN SA CURRENCY (VAT AT 14% EXCLUDED)

Supply and delivery only. (Prices complete air conditioning unit)

No.	Capacity of unit			CONSOLE SPLIT UNITS			
	Cooling @ 35°C		Heating	Cooling only	Unit with automatic heat/ cool changeover	Standard installation cost	Minor/ Major Service
	kW	Btu/h	kW				
1.	1.9	7000	1.9	R.....	R.....	R.....	R..... R.....
2.	2.5	9000	2.5	R.....	R.....	R.....	R..... R.....
3.	3.4	12000	3.4	R.....	R.....	R.....	R..... R.....
4.	4.3	15000	4.3	R.....	R.....	R.....	R..... R.....
TOTAL 5				R.....	R.....	R.....	R.....

PRICE SCHEDULE (HIDEAWAY TYPE SPLITS HEATING)

(To be completed by tenderers)

PRICES IN SA CURRENCY (VAT AT 14% EXCLUDED)

Supply and delivery only. (Price complete air conditioning unit)

No	Capacity of unit			HIDEAWAY TYPE SPLITS - HEATING			
	Cooling @ 35°C		Heating	Standard unit	Unit with automatic heat/ cool changeover	Standard installation cost	Minor/ Major service
	kW	Btu/h	kW				
1.	7.40	25000	7.40	R.....	R.....	R.....	R..... R.....
2.	10.5	36000	10.5	R.....	R.....	R.....	R..... R.....
3.	12.40	42 000	12.40	R.....	R.....	R.....	R..... R.....
4.	15.3	52000	15.3	R.....	R.....	R.....	R..... R.....
5.	17.6	60000	17.6	R.....	R.....	R.....	R..... R.....
TOTAL 6				R.....	R.....	R.....	R.....

PRICE SCHEDULE (Additional materials as required)

(To be completed by tenderers)

PRICES IN SA CURRENCY (VAT AT 14% EXCLUDED)

a.	Ducting .....mm x mm	R per metre installed (Insulated)
b.	Ducting .....mm x mm	R per metre installed (Insulated)
c.	Ducting .....mm x mm	R per metre installed (Insulated)
d.	Ducting .....mm x mm	R per metre installed (Insulated)
e.	Diffuser .....mm (Diameter)	R
f.	Diffuser .....mm (Diameter)	R
g.	Diffuser .....mm (Diameter)	R

a.	Refrigerant piping	R per metre
	Electrical cable 4 mm ² (2 + Earth)	R per metre
	Electrical cable 4 mm ² (4 + Earth)	R per metre
	Isolator (Surface mounted 60 Amp - Double pole)	R
	Isolator (Surface mounted 60 Amp - Triple pole)	R
	Circuit Breaker – 20 Amp – 5 KA Single Pole	R
	Circuit Breaker – 30 Amp – 5 KA Triple pole	R
b.	Trunking:	
	i. 12 x 12 mm plastic:	R per metre
	ii. 100 x 40 mm plastic:	R per metre
	iii. 75 x 75 galvanised	R per metre
	iv. Other	R per metre
	v. Other	R per metre

c.	Drainage tubing (state size and material)	
i.	.....	R per metre
ii.	.....	R per metre
e.	Brackets for condensing units (per set)	R

**SUPPLY PRICES FOR FOLLOWING ITEMS ACCORDING TO SPECIFIED SPLIT UNITS
(VAT AT 14% EXCLUDED)**

No	FOR WALL-MOUNTED SPLIT					
	kW	BTU	Compressor	Evaporator Fan Motor	Condenser Fan Motor	Remote Control
1.	2.00	7 000	R.....	R.....	R.....	R.....
2.	2.60	9 000	R.....	R.....	R.....	R.....
3.	3.50	12 000	R.....	R.....	R.....	R.....
4.	5.10	18 000	R.....	R.....	R.....	R.....
5.	6.30	22 000	R.....	R.....	R.....	R.....
6.	7.03	24 000	R.....	R.....	R.....	R.....
Total 7			R.....	R.....	R.....	R.....

No	FOR CASSETTE SPLIT UNIT					
	kW	BTU	Compressor	Evaporator Fan Motor	Condenser an Motor	Remote Control
1.	3.50	12 000	R.....	R.....	R.....	R.....
2.	5.20	18 000	R.....	R.....	R.....	R.....
3.	6.90	25 000	R.....	R.....	R.....	R.....
4.	7.70	26 800	R.....	R.....	R.....	R.....
5.	10.40	36 000	R.....	R.....	R.....	R.....
6.	13.05	44 000	R.....	R.....	R.....	R.....
7.	15.08	52 000	R.....	R.....	R.....	R.....
Total 8			R.....	R.....	R.....	R.....

No	UNDER CEILING SPLIT UNIT					
	BTU	kW	Compressor	Evaporator Fan Motor	Condenser Fan Motor	Remote Control
1.	18 000	5.30	R.....	R.....	R.....	R.....
2.	22 000	6.50	R.....	R.....	R.....	R.....
3.	24 000	7	R.....	R.....	R.....	R.....
4.	36 000	10.40	R.....	R.....	R.....	R.....
5.	42 000	12.40	R.....	R.....	R.....	R.....
6.	50 000	14.50	R.....	R.....	R.....	R.....
TOTAL 9			R.....	R.....	R.....	R.....

No.	WINDOW WALL UNITS					
	kW	Btu/h	Compressor	Evaporator Fan Motor	Condenser Fan Motor	Remote Control
1.	1.90	6600	R.....	R.....	R.....	R.....
2.	2.6	9000	R.....	R.....	R.....	R.....
3.	3.5	12000	R.....	R.....	R.....	R.....
4.	5.20	18 000	R.....	R.....	R.....	R.....
5.	6.5	24 000	R.....	R.....	R.....	R.....
TOTAL 10			R.....	R.....	R.....	R.....

No.	CONSOLE SPLIT UNITS					
	kW	Btu/h	Compressor	Evaporator Fan Motor	Condenser Fan Motor	Remote Control
1.	1.9	7000	R.....	R.....	R.....	R.....
2.	2.5	9000	R.....	R.....	R.....	R.....
3.	3.4	12000	R.....	R.....	R.....	R.....
4.	4.3	15000	R.....	R.....	R.....	R.....
TOTAL 11			R.....	R.....	R.....	R.....

No	HIDEAWAY TYPE SPLITS – HEATING
----	--------------------------------

	kW	Btu/h	Compressor	Evaporator Fan Motor	Condenser Fan Motor	Remote Control
1.	7.40	25000	R.....	R.....	R.....	R.....
2.	10.5	36000	R.....	R.....	R.....	R.....
3.	12.40	42 000	R.....	R.....	R.....	R.....
4.	15.3	52000	R.....	R.....	R.....	R.....
5.	17.6	60000	R.....	R.....	R.....	R.....
TOTAL 12			R.....	R.....	R.....	R.....

Supply of the following items

R22 gas R

Other gasses: Name:..... R

Other gasses: Name:..... R

TOTALS	PRICE TENDERED (Price should exclude VAT @ 14 %)			
Total 1	R.....	R.....	R.....	R.....
Total 2	R.....	R.....	R.....	R.....
Total 3	R.....	R.....	R.....	R.....
Total 4	R.....	R.....	R.....	R.....
Total 5	R.....	R.....	R.....	R.....
Total 6	R.....	R.....	R.....	R.....
TOTAL 1 to 6	R.....	R.....	R.....	R.....

TOTALS	PRICE TENDERED (Price should exclude VAT @ 14 %)			
Total 7	R.....	R.....	R.....	R.....
Total 8	R.....	R.....	R.....	R.....
Total 9	R.....	R.....	R.....	R.....
Total 10	R.....	R.....	R.....	R.....
Total 11	R.....	R.....	R.....	R.....
Total 12	R.....	R.....	R.....	R.....
TOTAL 7 to 12	R.....	R.....	R.....	R.....

GRAND TOTAL 1 to 12	R.....
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NAME OF TENDERER (PRINTED):

SIGNATURE OF TENDERER:

DATE:

NAME OF FIRM:

ADDRESS:

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MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

SUPPLY AND DELIVERY, ALTERNATIVELY SUPPLY, DELIVERY, INSTALLATION AND TESTING, OF SPLIT-TYPE AIR CONDITIONING UNITS

C3 Scope of Work

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

To ensure the cost effective maintenance of medical gas installations.

1.2 Overview of the works

The regular maintenance and upgrading of medical gas installations.

1.3 Extent of the works

Medical gas installations situated at Institutions in Mpumalanga Province.

1.4 Location of the works

Situated at Provincial Institutions in Mpumalanga Province.

Temporary works

N/A

2 Drawings

N/A

3 Procurement

3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

4.1 Applicable national and international standards

SABS specifications. OHS Act, National Standards, Standard Drawings

4.2. Generic specification:

MPUMALANGA PROVINCIAL ADMINISTRATION

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

SUPPLY AND DELIVERY, ALTERNATIVELY SUPPLY, DELIVERY, INSTALLATION AND TESTING, OF SPLIT-TYPE AIR CONDITIONING UNITS

1. GENERAL CONDITIONS

1.1 a) General

Tenders are hereby invited for the SUPPLY AND DELIVERY, ALTERNATIVELY SUPPLY, DELIVERY, INSTALLATION AND TESTING, OF SPLIT-TYPE AIR CONDITIONING UNITS at the institutions and surrounding institutions as set out hereunder.

All work required shall be executed on receipt of written orders/ instructions only.

- A. GERT SIBANDE– ERMELO REGIONAL OFFICE
- B. NKANGALA – KWAMHLANGA REGIONAL OFFICE
- C. EHLANZENI – NELSPRUIT REGIONAL OFFICE
- D. BOHLABELA – THULAMAHHASHE REGIONAL OFFICE

In so far as the conditions contained herein are at variance with anything contained in the Tender documents the Tender shall be interpreted in terms hereof.

1.1 b) Contract Period

The CONTRACT will be for the period of three years.

1.2 Definitions

The term "*DEPARTMENT*" shall mean the DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT, MPUMALANGA PROVINCIAL ADMINISTRATION.

The term "*ENGINEER*" shall mean the DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT acting through the person deputed generally or specially to having the power and authority to control or supervise the *WORKS*.

The term "*CONTRACTOR*" shall mean the persons, partnership, firm or company whose tender for this work has been accepted and who has or have signed this *CONTRACT*, and shall include his or their heirs, executors, administrators, successors, and duly appointed representatives, with the consent in writing of the Department.

The term "*SITE*" shall mean the site where the *WORK* is to be executed.

The term "WORKS" in this contract shall mean all or any portion of the work, materials consumable and non-consumable and articles wherever the same are being manufactured or prepared, which are to be used in the execution of this contract, and whether the same may be on the *SITE* or not.

The word "*SPECIFICATION*" shall mean the documents referred to in this CONTRACT in which the method of executing the *WORK* and the nature of the materials to be supplied are described.

The word "*ORDER IN WRITING*" shall mean any printed or written document, or letter, signed by the *ENGINEER* and addressed to the *CONTRACTOR*, for the purpose of his guidance and direction.

"*CONTRACT*" means all the terms, conditions, specifications, price schedules, schedules of technical and other information, which are part of the tender document describing the contract to be completed and which are agreed upon between the Contractor and the Engineer upon duly signing of the appropriate part(s) of said document(s) by the Contractor after having been notified of the acceptance of the tender.

"*CONTRACT PERIOD*" means the period of duration of the Contract, calculated from the commencement of the Contract stated in the tender document.

1.3 Submission of tenders

- a) *TENDERS* must be forwarded in a plain, sealed envelope bearing the tenderer's full name and address and the *TENDER* number and due date, marked with the description of the *WORKS* on the cover of the document to the;

Provincial Tender Offices
Building 9
Riverside Government Complex
Nelspruit

- b) *TENDERS* shall be submitted on the official document only, completed in every detail with no alteration to the document whatsoever, and not on the tenderer's own stationary bearing the tenderer's own conditions of tender.

1.4 Schedules

All schedules which accompany the form of tender form an integral part of the tender and must be duly completed in every detail. Failure to do so may render the tender ineligible for consideration. The tenderer must ensure upon submission of his tender that **all pages of the TENDER are initialled and all schedules properly completed.**

1.5 Agencies

The successful tenderer will be required to submit quotations for certain services from time to time and where applicable the following shall apply.

- a) Where the tenderer offers plant embodying units of manufacture other than those of their principals, and for which they are not accredited South African Agents and for which they do not stock spare parts, they should state in their quotations the name of the accredited South African Agents from whom spare parts for such units are obtainable.

All things being equal, preference will be given to products for which there is a manufacturer or an accredited agent in the Republic of South Africa for the spare parts, provided that such parts are already in stock.

- b) In all cases the tenderer should furnish an undertaking from himself or the manufacturers or agents concerned, to the effect that he will, in the event of his offer being accepted, carry the necessary stock of spare parts for the particular units offered.

Tenderer's shall also state whether they have properly trained staff to carry out servicing of the offered equipment.

1.6 Value added tax

Tender prices shall exclude VAT.

1.7 Contract Period, Renewal and Tariff Adjustment

This tender is valid for a period of twelve (12) months commencing from the date of the letter of acceptance of the tender and may continue for a further two (2) periods not exceeding twelve (12) months each on the same conditions contained herein. Notice of termination shall be given three (3) months prior to the end of each period. Should notice of termination not be received by the Contractor three (3) months prior to the end of each period, the contract shall continue for another period of twelve (12) months. If the renewal tender is not in place after the three year period, this tender will be extended on a month-to-month basis until the new tender is in place.

NOTE : The contract tariffs and rates shall remain fixed for each twelve (12) calendar month period and shall be subject to increase in accordance with the SEIFSA/Haylett formula at the end of each period to be applied to the next period. The increase shall be calculated on tariffs as per schedule one (1) and four (4) excluding the mark-up on material.

1.8 Materials : Off loading

The Contractor shall be responsible for taking delivery, off-loading and placing into permanent position all items of equipment and materials.

1.9 Drawings and specifications

The Contractor shall conform minutely to the drawings and/or specification, and to any Orders in Writing which the Engineer may supply during the progress of the contract. Should any difference or discrepancy exist between the drawings and the specification or should there be any difference or discrepancy in the figures or in the scales or the descriptions or the dimensions or between any of them, or in any other respects whatsoever, it shall be the duty of the Contractor to seek in writing the decision, also in writing, of the Engineer on the true intent and meaning of the Contract which decision shall be final and binding.

1.10 Quantities of work

- a) The Contractor shall receive payment only for work actually executed and accepted.
- b) Without invalidating the Contract, the Engineer shall have the right by means of an order in writing, to increase or decrease the quantities of any item or items or to omit any item or items or to insert any additional item or items.
- c) No claim for extra or for any addition, or for any variation shall be entertained unless such extra, addition or variation was ordered in writing by the Engineer. No objection to the description or terms of an Order in Writing will be entertained unless lodged in writing with the Engineer within twenty-one days of the date of the Order.
- d) The value of any additional item or items, or for any variation will be adjusted by mutual agreement. In the event of a price for any variation being inserted in the Order in

Writing to the Contractor, it will be understood that he accepts same unless he lodges a written objection to such price within twenty-one days of his receipt of the Order.

- e) No liability or responsibility whatever shall attach to the Department in respect of materials ordered by the Contractor unless the same are so ordered on the basis of, and in accordance with the specification or any Orders in Writing to the Contractor.
- f) Should the Contractor be requested by the Engineer in an Order in Writing to execute work or to supply any labour or materials which, according to his interpretation of the Contract are not provided for therein, or if for any reason he considers that he is entitled to an increase on his Contract Amount, or to a claim arising outside the scope of his Contract, he shall forthwith give notice, in writing, to the Engineer that he shall require to be paid for the same as extra work. The Contractor shall, however, proceed to act upon such Order In Writing (unless or until the same be countermanded), so that neither the execution of the Works, nor the supply of material or labour may be delayed by any difference or controversy upon the interpretation of the Contract and it is expressly agreed that no claim shall arise under this clause unless such notice as aforesaid shall have been given to the Engineer within twenty-one days of the date of the Order in Writing.

1.11 Inspection of Works : Materials, Plant

The Engineer may at all times inspect the Works and may test the strength or quality of any materials, as he shall think necessary. For this purpose the Contractor shall provide all the assistance necessary. Should the Engineer consider any materials objectionable, or if it shall appear to him at any time during the construction, or prior to the expiry of the maintenance/guarantee period, that any part thereof has been executed with unsound or imperfect materials or with unskilled or imperfect workmanship, he will notify the Contractor accordingly in writing, and the Contractor shall cause the objectionable materials to be instantly removed from the premises and to be replaced by good and suitable materials and shall rectify or reconstruct the Works in whole or part, as the case may be, at his own proper cost and charge.

1.12 Testing, handing over and completion of the works

The procedure for hand-over inspection shall be as follows:-

- a) The Contractor shall satisfy himself that the works are complete and to specification in all respects. The Contractor shall then apply to the Engineer for an inspection on a date that suits both parties. The Contractor shall make timeous arrangements with the relevant officer for inspection of all Work prior to departure of the Contractor's workmen from the Site. The Contractor shall submit his final invoice on the day of the delivery inspection. The invoice shall then be considered for payment if the Works are accepted.
- b) Should any item whatsoever be noted during the inspection which may require attention or rectification, the Works will not be accepted. It will be necessary for the Contractor to again arrange for an inspection once all outstanding items have been rectified at no cost to the Department. Acceptance of the works will only be taken as and when the Works are completed in every detail.

1.13 Terms of payment

- a) Unless specifically stated otherwise in the Contract Documents, full payment will be made monthly within 21 WORKING days of receipt of such an application by the Engineer. Payment will, however, only be passed for work actually and satisfactorily completed or services actually and satisfactorily executed. Reports to be submitted, are considered to be part of the work or service.

- b) The Contractor undertakes not to cede, delegate or assign his rights or claim to any money due or to become due under this Contract or any liabilities and no such cession, delegation or assignment will be recognised by the Department.

1.14 Work on time basis - (Not covered by rates)

Where the Engineer shall so decide, the Contractor will carry out extra work and variations on a time basis and payment will be made based on the rates tendered in accordance with this document.

In addition, all other direct costs reasonably incurred, shall be allowed to the Contractor. In all such cases the Contractor will be required to deliver to the Engineer fortnightly a full detailed account in duplicate of labour and materials. One signed copy will subsequently be returned to the Contractor and he must produce same in the adjustment of settlement of accounts. Should the Engineer query any such account, the Contractor must be notified thereof within 14 days of receipt of the account. In the event of such detailed accounts or being so delivered through neglect or default of the Contractor he will forfeit any right to such payment.

This will relate to extra work, additions or variations not covered by the tendered schedule of rates.

1.15 Guarantee period

- a) The Contractor shall unconditionally guarantee and maintain all work performed for a minimum period of 12 months from date of acceptance. If the Contractor or his supplier has a standard guarantee which exceeds this minimum warranty called for, the greater period will be applicable.

The guarantee shall cover the performance of the Works and any defects due to inferior materials and/or workmanship, fair wear and tear excluded, and the Contractor shall repair any defect without delay.

- b) Should any part of the Works perform unsatisfactory so as to become detrimental to its functional use the Contractor shall replace any such part or the complete Works with equipment as prescribed by the Engineer.
- c) If any defects are not remedied without delay, the Engineer shall have such defect repaired at the risk and cost of the Contractor by another contractor the Engineer deems proficient in the WORK without prejudice to any rights the Engineer has against to Contractor. The Engineer will give written notice to the Contractor of such instances where he appoints another contractor to remedy defects in the Works.

1.16 Contractor responsible for losses

- a) Injury to persons: The Contractor shall be liable for and hereby indemnifies the Department in respect of any liability, loss, claim or proceedings whatsoever arising in Common Law or by Statute in respect of personal injuries to or death of any person whomsoever arising out of or in the course of or caused by the execution of the Works unless due to any act or neglect of the Department or its servants.
- b) Damage to property: The Contractor shall be liable for and hereby indemnifies the Department in respect of any liable loss, claim or proceedings and for any injury or damage whatsoever, including theft of materials, arising out of/or taking place during the course of/or by reason of the execution of the Works to any property, real or personal, due to any negligence, omission or default of himself, his agent or his servants or Sub-Contractor or any circumstances within his control.

1.17 Workmen's Compensation and Insurance

The Contractor shall at all times comply with the provisions of the Workmen's Compensation Act 1941.

The Contractor shall further at his own expense insure and keep all persons employed by him or his Sub-Contractor in and about the Works who do not fall within the provisions of the Workmen's Compensation Act insured against all risk of accident or death arising out of their employment.

1.18 Builders work and builders work drawings

Builders work required shall be carried out by the Department, except otherwise specified.

When called upon the Contractor shall furnish the Department with fully detailed drawings indicating building work required.

1.19 Suspension of work

Except in so far as the Department may (in writing) otherwise direct or require, the Contractor shall suspend and discontinue the entire progress and execution of the said Works throughout the whole of each and every Sunday and Public holiday.

The Contractor shall suspend or resume the execution of the Contract whenever called upon by the Engineer to do so. Any telephonic or verbal instruction in this connection shall subsequently be confirmed in writing by the Engineer.

1.20 Overtime and Emergency Services

The working of overtime is not intended under this Contract and no overtime will be paid in respect of normal Works. Overtime will only be entertained in cases of emergencies where breakdowns occur to essential services.

Should an emergency arise or where it is deemed necessary in the interests of the Department, specific authority for such overtime must be obtained.

Emergency repairs after hours may be executed without receipt of an official order, but only on the instruction of the Engineer or a duly appointed official of the Department. The Contractor must, however, ensure that the Official or the User Department signs the Job Card. The Contractor must also ensure that he obtains the official order number from the Department on the following working day. No payment will be made without an order number and a duly completed and signed job card.

Only breakdowns which affect public health, or the operation of sensitive operations (such as mortuaries, laboratories, etc.) shall be treated as emergency services. Breakdowns involving personal comfort will not be considered to be an emergency services unless authorised as such by the Engineer.

The following are deemed as essential services:

- a) Life Saving Equipment.
- b) Theatre Services.
- c) Main Steam Supply.
- d) Stand-by generating plant.
- e) Mortuary and/or refrigeration plant.

- f) Main potable water supply.
- g) Sewage plant.

1.21 Rate of progress

- a) The Works shall be completed within the time period indicated on the quotation form from date of official order.
- b) If the Works are delayed by cessation of work by any workmen, inclement weather, or by any omissions, additions, substitutions or variations of the Works, or of any items of work labour or material, or by any other causes beyond the Contractor's control then the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion mentioned in sub-clause (a) of this clause, stating the cause of delay and period of extension applied for.
- c) The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause, the date of completion will be extended only to the extent approved by the Department.
- d) Should the Contractor fail to apply in writing for an extension within the time set above, or should the Department refuse to grant any extension in writing, then the Contract period provided by sub-clause (a) of this clause shall not be exceeded.
- e) When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

1.22 Time to be of the essence

Time shall be considered as the essence of Contract. If, therefore, the Contractor fails to commence work or the Works or to proceed with and complete the Works in compliance with the preceding clause and in the manner therein stated, then the Engineer shall have the right in his absolute discretion forthwith, and from time to time, to adopt and exercise all or any one or more of the following courses either wholly or partly or by way of substitution, succession, or variation of the one or more for the other or others of them wholly or partly, viz:-

- i) To direct the Contractor, in writing, on any day named to suspend and discontinue the execution of the Works, and to withdraw himself and his workmen from the said Site or Sites, and there-upon:-
 - a) To make any Contract or Contracts by calling for tenders or otherwise with any other Contractors for the completion of the Works, or any part thereof, at such time and upon such terms as to the Department shall seem best.
 - b) To provide such number of men or purchase such materials as to him shall seem fit and proceed with and complete the said Work.
- ii) In relation to the foregoing provisions the Department shall charge any sums of money which may be paid by the Department for completing the said Contract against the Contractor and if such amount shall exceed the amount still to be paid to the Contractor under this Contract, then the Department shall have the right to recover such excess or any balance thereof from the Contractor by legal proceedings.

1.23 Bankruptcy or insolvency

If an order be granted by the Court sequestrating the Contractor's Estate under the present or any future insolvency laws or if the Contractor shall make an assignment of his Estate for the benefit of his Creditors, the Engineer shall be at liberty forthwith to act as provided for by one or other of these courses directed in Clause 1.22 of these conditions.

1.24 Subletting

The Contractor shall as and when necessary submit (in writing) to the Engineer the names of such Specialist-Contractors as he proposes to employ and the Engineer shall inform the Contractor, also in writing, within twenty-one days by of his approval or disapproval of such Specialist-Contractors.

No Sub-Contracts will be allowed which will involve piece-work or any deviation from the ruling conditions, information or statements contained in the Contract and the Contractor shall be prohibited from transferring, directly or indirectly by piece-work or otherwise, to any person or persons whatever, any portion of the work under this Contract without the written permission of the Engineer.

All work except for specialist work shall thus be carried out by the Contractor's own staff.

Any specialist work (e.g. machining, radiator/heat exchanger rebuilding etc.) performed for the Contractor by a approved third party and forming an essential part of a Works order, shall be invoiced to the Department by the Contractor at nett cost plus 10% on labour and materials, all necessary documentation for verification shall be submitted with the relevant invoice.

1.25 Workmen to be Efficient

The Contractor shall only employ such persons on the Works as are thoroughly efficient and of good character. If, in the opinion of the Engineer, any person employed by the Contractor misconducts himself or is likely to cause or has caused quarrels, or delays, or is incompetent, the Contractor, when so directed by the Engineer (in writing), shall at once remove such person from the site of the Works and shall not allow him to return without the written permission of the Engineer.

1.26 Penalty for bribing or treating

Any bribe, commission, gift, loan or advantage given or offered by or on behalf of the Contractor or his partner, agent or servant in relation to the obtaining, or to the execution of this or any other contract for the Department, or given, promised, or offered by or on behalf of the Contractor or his partner, agent or servant to any officer or person in the service or employ of the Department who shall be in any way connected with the obtaining or the execution of this or any other contract, subjects the Contractor to cancellation of this and all other Contracts between the Contractor and the Department.

1.27 Liquidated damages

Should the Tenderer fail to deliver the works in the time stipulated for delivery the Engineer may deduct $\frac{1}{14}\%$ (one-fourteenth per cent) of the value of the works per day for each day on which delivery of the works may be in arrears.

1.28 Injury to Buildings and Property of the Department

If the Contractor or his Workmen, while engaged in the execution of the Contract, breaks, defaces, injures, destroys or allows to fall into disrepair any part of the Contract or buildings, installations, equipment etc. on the site of the contract belonging to the Department of any private building, roads or grounds contiguous to the premises of the said Department on

which he or they may be employed, the Contractor shall upon receiving instructions (in writing) from the Engineer, cause the same to be made good, in a perfect and workmanlike manner, at his own expense, and in default thereof the Engineer shall cause it to be done by some other tradesmen, the cost thereof being deducted in the manner laid down in this document.

1.29 Contractor Responsible for the Premises for the Works, for Accidents, Insurance etc.

- a) The Contractor shall execute the Works and any activities concerning or related to the Works and/or as set out in the Contract, causing the least possible delay or disruption to the normal activities associated with the Works or to the normal activities associated with any areas, rooms, buildings or dedicated spaces adjacent to the premises for the Works.
- b) The Contractor shall leave the Works and premises when a service, maintenance activity or a repair effected under this Contract is finished, in a clean and perfect state internally and externally, fit for occupation and use and complete in every respect.
- c) The Contractor shall be responsible also for the protection and safety of such of the premises, improvements, property and/or equipment of the Department as shall be placed under the control of the Contractor for the purpose of this Contract until the Contract shall have been finally completed and given up as aforesaid.
- d) The Department will carry the risk of damage to or replacement of buildings, materials and plant on site, caused by fire, subject to Clause 1.29(e) and Clause 1.29(f) hereunder, to the same extent as if the property on the site of the contract were insured with an Insurance Company.
- e) The Contractor shall take all reasonable precautions to prevent any equipment or property on the site of the Works being damaged by fire. Should a fire occur causing damage to the Works in progress or property, installations or equipment related to or involved in the Works, he shall:-
 - i) Immediately notify the Engineer in writing of the fire and of the damage caused thereby;
 - ii) within forty-eight hours of the occurrence, furnish the Engineer with a detailed statement showing:-
 - (i) Cause and time of occurrence.
 - (ii) extent of damages or loss;
 - (iii) when discovered and by whom;
 - (iv) steps taken to combat the fire;
 - (v) estimated cost of making good damage or loss;
 - (vi) original cost of material or plant damaged and approximate date of purchase, supported by documentary evidence, if required;
 - (vii) person responsible for the fire, if known;
 - iii) obtain and submit to the Engineer a copy of a report by the local Firemaster, if available;
 - iv) obtain and submit reports by person or persons:-

- (i) Who discovered the fire;
- (ii) who is or are responsible for the fire.

- f) Excepted risks - The Contractor shall not be liable for "excepted risks". These risks are riot (in so far as it is uninsurable), war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or a cause solely due to use or occupation by the Department.

1.30 Acts of Parliament and Provisions of Local or Other Authorities

- a) The Contractor shall accept all the responsibilities for and take all the steps and precautions and make all the arrangements required by and necessary to comply with any Act of Parliament and any subsequent and/or related Regulations as far as the execution of the Works and any activity regarding the Works or on the site of the Works by himself, any employee of his, any sub-contractor or person under his control or supervision, or any person within the boundaries of the premises of the Works, are concerned.

In this regard, special consideration shall, inter alia, be given to the Occupational Health and Safety Act, Act 85 of 1993 as amended. The Contractor shall accept his responsibilities in this regard and indemnifies the Department or any of its employees against any claims for compensation whatsoever and against prosecution under any such Act unless negligence on its or their behalf is evident and can be proven.

- b) The Contractor shall, until the date of the termination of the Contract, conform to any binding industrial agreement relating to the Contract and/or Works, the provisions of any to the regulations and by-laws of any Provincial, local or other authority relating to the Contract and shall give all notices required and pay all fees payable to any such authority in respect of the Contract and shall hold the Department free from all loss, costs damages or expenses caused by his failing to comply with such agreements and regulations.

1.31 Return of Men Employed

The Contractor shall furnish, as and when required by the Engineer, a distribution return of the number of artisans and labourers employed on the Works and/or the site of Works.

1.32 Facilities to other Contractors

The Contractor shall give all facilities necessary and proper to any other Contractor or to Workmen of the Department whose work may adjoin or be connected with site of the Works and, in the event of there being any dispute in this connection between the Contractor and Workmen of the Department it shall be settled by the Engineer whose orders shall be final so far as the Contractor under the Contract is concerned.

1.33 Materials and/or Parts and/or Equipment Removed to remain Property of the Department

Unless the contrary is explicitly stated in the official order, all materials, parts or equipment removed in accordance with the specification, any valid Orders in Writing and this Contract will remain the property of the Department.

All redundant materials and spare parts must be handed over to the representative of the Department at the relative institution and a signature shall be obtained for such redundant materials and spare parts. **Note:** The Contractor is responsible for all redundant material and spare parts until handed over and a signature is obtained.

1.34 Deviations from Contract Period or Failure to comply with the Conditions of the Contract

Should the Contractor fail to commence the Works or any part or portion thereof at the dates, times, intervals or periods prescribed or to proceed with and complete the Contract in compliance with the preceding Clauses and in the manner therein stated, or if he should fail, refuse or neglect to comply strictly with any of the Conditions of this Contract or any instructions and/or Orders in Writing given in terms of the Contract, then the Engineer shall have the right in his absolute discretion forthwith and from time to time to adopt and exercise all or any one or more of the following courses, either wholly or partly or by way of substitution, succession or variation of the one or more for the other or others of them wholly or partly, viz:-

- a) To allow the Contractor to proceed with the Contract, and to deduct as and for agreed damages, a sum calculated as follows:
 - (i) In the event of the Contractor exceeding the Contract Period, 50 per cent of the Contract Price, multiplied by the fraction by which the period for the completion of the Contract allowed for in the Contract is exceeded by the actual period for the completion of the contract, or
 - (ii) In the event of the Contractor exceeding the scheduled interval(s), 50 per cent of the Contract Price for each service or maintenance activity, multiplied by the fraction by which the scheduled interval between such services or maintenance activities allowed for in the Contract is exceeded by the actual, related interval.
 - (iii) Such sums may be deducted from any sum due or to become due under this or any other Contract heretofore or hereafter existing between the Contractor and the Department or may be recovered in any competent Court of Law.
- b) To direct the Contractor, in writing on any day named therein, to suspend and discontinue the execution of the Contract, and to withdraw himself and his workmen from the said site or sites and thereupon:-
 - (i) To make any Contract or Contracts by calling for tenders or otherwise with any other Contractor or Contractors for the completion of the Works, or any part thereof, at such times and upon such times as to the Engineer shall seem best, or
 - (ii) To provide such number of men or purchase such materials or both provide the men and purchase the materials as to him shall seem fit and proceed with and complete the said Works.
 - (iii) In relation to the foregoing provision (b)(i) and (ii), the Engineer shall charge any sums of money which may be paid or incurred by the Department for completing the said Contract against the Contractor and if such amount shall exceed the amount still to be paid to the Contractor under this Contract, then the Department shall have the right inter alia to recover such excess or any balance thereof from the Contractor by set off or legal proceedings.

1.35 Waiving of protection afforded by Prescription Act to the Contractor

The Contractor relinquishes and abandons any rights, advantage or benefits afforded by the Act on Prescription, Act 68 of 1969, or any similar existing or future Act regarding the prescription of any claim against the Contractor which may originate from the Contract and the Contractor undertakes not to tender the prescription of a relevant claim as defence against any such claim.

1.36 Waiver, Relaxation or Indulgence

No failure, relaxation, or indulgence on the part of the Engineer in exercising any power or right conferred upon him in terms of the Contract shall operate as a waiver of any such power or right, nor shall any single or partial exercise of such power or right preclude any other or future exercise thereof, or the exercise of any other right or power in terms of this Contract.

1.37 Handing over of site(s) of Contract Works at termination of Contract

At the termination of the Contract Period, or shortly thereafter, the Contractor shall make himself or a suitably qualified employee available for handing the site or sites of the Contract over to the Engineer or, in the presence of the Engineer to a newly appointed Contractor, as may be required. Defects related to the Contract or covered by the Conditions of Contract observed during the handing over, shall be the responsibility of the Contractor to rectify without delay.

The decision of the Engineer regarding the responsibility for, and any remedial steps required to rectify or eliminate said defects, shall be final and binding.

Should the Contractor fail to rectify the defects so established in the manner set out by the Engineer, the Engineer may, at his discretion, act according to any one or more of the measures set out in these conditions.

2. SPECIAL CONDITIONS OF TENDER

2.1 Type of Contract

This tender is intended to result in a direct contract between the DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT and the successful tenderer.

Work called for shall consist of the supply on order only of all materials, labour, tools, equipment, transport etc. for, maintenance work, repairs, replacement and/or erection of the items and equipment identified in the various sections hereunder.

2.2 Time for completion

This tender calls for the continuous availability for SUPPLY AND DELIVERY, ALTERNATIVELY SUPPLY, DELIVERY, INSTALLATION AND TESTING, OF SPLIT-TYPE AIR CONDITIONING UNITS at the institutions as specified, and other Provincial Institutions for the period indicated.

2.3 Payment for work completed

2.3.1 Payments will be made on a regular monthly basis after receipt of an official invoice on or before the 7th day of each month, following the month for which payments are claimed.

Claims received after the 7th day of the month will be carried to the next month for payment.

2.3.2 Claims for payment shall be submitted on a monthly basis and shall consist of the following:

- (i) Description of work undertaken
- (ii) Official order (work order signed by the Representative of the Department)
- (iii) Number of hours worked supported by signed time sheets.
- (iv) Suppliers invoices for materials used.

(v) Distance travelled in km for every category vehicle over and above that for any work included for in this contract.

(vi) Acceptance certificate signed by the Representative of the Department.

In the event of the attendance register not being signed and completed, deductions on a pro-rata basis from the monthly progress claims will be made.

2.3.3 Tenderers must clearly state the rates to be charged in the spaces provided, and must complete the Price Schedule.

2.3.4 The Department reserves the right to add to or omit any plant to or from this contract.

2.4 Financial reports on tenderers:

The tenderer must, within 7 days from the date on which he was requested to do so, submit a full report on his financial standing from his banker.

2.5 Response Time and Work Progress

The Contractor shall at all times in the execution of his contract ensure that maintenance and repairs of equipment is done in such a manner as to disrupt services to a minimum, and to adhere to the Department's requirements and site instructions within the stipulated time and time spans allocated.

Note : Response Time

The Contractor shall commence with repair work within 24 hours after receipt of an instruction and immediately in the case of emergency repairs in accordance with Clause 1.20 of this contract.

2.6 Standard of maintenance and repair work

All maintenance and repair work will be executed in a workmanlike manner to the satisfaction of the Engineer.

The Engineer reserves the right to execute such repairs and replacements with his own staff or by any other means.

The Contractor will supervise his own workmen, provide his own tools, and where materials are used, this shall comply to the current SABS/ SANS Specifications, except where otherwise requested by the Engineer. The completed repair work and maintenance shall comply with :

- a) The Occupational Health and Safety Act's of 1993 as amended and the regulations pertaining to the said Act and any SABS, BS or DIN specifications for materials and installations, which may be applicable.
- b) The SABS Code of Practice for Wiring of Premises SABS 0142-1982, as amended.
- c) Government Provincial and Local Authorities Ordinances, Regulations, By-laws, Rules and other legal instructions.
- d) Standard Specifications of the Department.

In the event of failure of the Contractor to maintain and/ or repair any installation to the satisfaction of the Engineer, the latter reserves the right to make any arrangements necessary, or expedient in regard to said maintenance and/ or repairs to any installation appearing in the schedule attached hereto and the Contractor shall be liable to the

Department for payment of any damage which the Department may suffer as a result of the Contractor's default or neglect.

2.7 Labour Rates

Labour rates asked for in the price schedule shall make provision for supervisors, operators and helpers and shall include all insurance, supervision, holiday allowances, incentive bonuses, profit, financing, insurance and guarantee cost, overheads, etc.

Time sheets, signed by the Representative of the Department, shall accompany all claims from the contractor for payment.

2.8 Commencement of work and official order

No Work shall be commenced without the approval of the representative of the Engineer, nor without an official order. When quotations are invited for services, no extra work requested by the Department shall be performed unless covered by a written instruction. No additional cost for generating quotations will be allowed. Accounts submitted for extra work performed will not be entertained unless accompanied by a copy of such written instruction.

2.9 Quality of supervision

All supervision shall be carried out and the facility be kept in such a condition that the requirements of the Occupational Health and Safety Act no. 85 of 1993 and regulations as amended, is satisfied in all respects. A high quality of cleanliness is required.

Any damages which may occur as a result of poor supervision shall be to the account of the Contractor. The Contractor will also be held responsible for the safety of all persons inside building.

The Contractor will be responsible and answerable for any legal proceedings resulting from non-compliance by him or his staff to the Act within the boundaries of the facility or such activities associated with the operation of the facility.

2.10 Accommodation and storage

The Contractor shall make all arrangements for accommodation of his workmen and for the safe storage of his tools, material and vehicles on site. Ablution facilities only will be provided.

All plant and materials stored on site must be suitably protected against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The Contractor shall remain fully responsible for all such plant and materials.

2.11 Acceptance of tenders

The Department reserves the right to accept or reject any or all tenders submitted. TENDERS may be accepted wholly or partly on a regional basis.

2.12 Distribution of work

Where more than one tender is accepted, the work will be distributed amongst the successful Tenderers at the discretion of the Department. Successful Tenderers shall therefore only be responsible for the equipment and institutions indicated on their letter of acceptance from the Department, unless otherwise notified in writing.

All Institutions have resident maintenance personnel, and it will be left to the discretion of the Department when and what work covered by this Contract, will be carried out by the successful Tenderer/s.

2.13 Transport and subsistence rates

Transport rates shall include travelling time and toll fess. No separate claims for travelling time will be entertained.

Subsistence shall not be priced or paid separately and shall be included for in the labour rates as per this specification.

All rates will be calculated from the particular Regional office.

2.14 Labour rates and qualifications

Tenderers shall tender for an hourly labour rate for skilled artisan man-hours required to perform the work and the charge per man-hour shall be taken to cover all ancillary unskilled labour, use of workshop facilities, tools and all overhead and indirect expenses, subsistence and profit.

The Department shall have the right to ask for the submittance of the qualifications of an artisan employed by the Contractor in order to establish if the artisan is duly qualified.

The Contractor shall not make use of any Learner Artisan or Learner Technician labour unless under the supervision of a duly qualified Artisan.

2.15 Mark-up on materials and spare parts

A maximum mark-up of 20% on the suppliers nett invoiced value of materials and spare parts shall be allowed by the Department.

This mark-up shall include all profits, overheads, handling fees, guarantee, delivery to site etc.

This figure is not fixed and Tenderers wishing to submit a more competitive mark-up may do so if they wish to improve their tender position.

2.16 Logbooks

All WORK carried out shall be fully detailed in the applicable logbook supplied by the Department.

2.17 Accounts

2.17.1 The following information shall be reflected on all invoices: (Refer also to clause 2.3)

- a) Name of institution.
- b) Official order number.
- c) Total number of hours worked and hourly rate.
- d) Detailed description of plant serviced/ repaired.
- e) Distance travelled in km.
- f) Detailed list of materials used.
- g) Daily summary of work performed and hours booked, in detail.
- h) Detailed list of extras claimed to which must be attached a copy of written instructions.
- i) Invoices/ quotes from suppliers.

2.17.2 Upon satisfactory completion of the work the Contractor shall submit his invoice in duplicate to the Representative of the Department at the specified delivery inspection.

2.18 Non-compliance

Failure to comply with any of the aforementioned clauses may invalidate the Tender or cause cancellation of the Contract.

2.19 Training

Tenderer/s shall indicate in the schedule of information whether they are prepared to assist the Department during the contract period with (a) on-site training of pupil artisans, and (b) upon mutual agreement, specific training at the Contractors workshop.

Should such training be called for the details shall be negotiated with the Contractor to obtain mutually acceptable training schedules, supervision, reporting, discipline etc.

2.20 Lubricants and cleaning materials

All cleaning materials will form part of this contract and will be supplied by the Contractor at his expense.

2.21 Tools and workmanship

The Contractor must provide all the tools required for the proper execution of the work at his own expense. He will be responsible for all tools and equipment which is required by the Inspector of Machinery when inspections are carried out.

2.22 Reporting

It is required of the Contractor to report to the representative of the Engineer on site before commencing with any work to ensure proper liaison and supervision of all work carried out.

2.23 Instructions

It will be noted that NO instructions from any personnel other than the representative of the Engineer : DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT should be carried out.

2.24 Faulty workmanship

All labour and transport costs, including those in connection with the breakdowns due to negligent and/or inadequate servicing on the part of the Contractor, or faulty and defective equipment and materials etc., supplied by the Contractor shall be for the expense of the Contractor.

2.25 Functioning

The Contractor shall not change or alter the functioning or design of any piece of equipment or part thereof, without the prior written consent of the Engineer.

2.26 Trained Staff

Servicing and repair work shall at all times be done by fully trained staff, and under no circumstances may untrained workers be left on site to do any minor work without proper supervision of trained staff.

The Contractor shall use competent trained staff directly employed and supervised by him and shall take all responsible care to repair and maintain the installations. The Department reserves the right to inspect the tenderer's premises for plant, equipment and general good

management before tenders are awarded.

NOTE :

All technician's/ artisan's certificates of qualification and apprenticeship contracts shall be submitted with the tender for evaluation by this Department. A Statement of Experience gained and on what type of equipment shall be submitted with the tender for each artisan/ technician employed. By not complying with this clause, the tender may not be taken in consideration and may lead to disqualification.

2.27 Site Visit

It is essential that Tenderers visit the site, so as to acquaint themselves with the prevailing conditions and to check on the units to be repaired.

Inspection of the plants for the purpose of tendering is to be arranged with the Engineer :
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT, Nelspruit (Tel 013-766 0000.)

No claims stemming from the non-compliance with this requirement will be entertained.

2.28 Operation

Medical Gas Installations are in operation 24 hours per day, 7 days a week.

2.29 Safety

It will be the responsibility of the Contractor to keep the installations safe and in good working order, and all plant rooms must be kept clean and tidy at all times. All work on plant shall conform to the requirements of the Occupational Health and Safety Act, 1993, as amended.

2.30 Corrosion

The Contractor will be responsible to prevent corrosion on all components of the installation. Paint colours or combinations of colours applied to the plant shall be to the standards laid down by the Engineer which are available on request and will generally be the same as the original coat of paint.

2.31 Log books

It will be the Contractor's responsibility to enter into the log book (which will be supplied by the Department) all work carried out on any part of the plant whether it be regular servicing, repairs, breakdowns or even routine inspection of the plant.

2.32 Guarantee

The Contractor shall guarantee all repair work done for a period of twelve months, against poor workmanship.

2.33 Standby

The Contractor shall be required to provide a 24 hour, 365 day per year standby service so as to attend immediately to any emergency breakdowns that may occur.

2.34 Qualified Staff

The Contractor shall have qualified staff on site at all times when repair work is carried out.

2.35 Materials and spare parts

The Department reserves the right to either purchase materials and spare parts for use by and to supply it to the Contractor or alternatively to accept the materials and spare parts at prices submitted by the Contractor as per this agreement, whichever proves to be the most economical for the Department.

2.36 Consumables

All consumables required for the maintenance and servicing of the works shall be supplied by the Contractor. This includes all tools, testing equipment, transport, labour and scaffold as required. Under no circumstances are the Department's tools, equipment or materials to be utilised.

Tenderers are to base their tenders on the information listed in the schedules of equipment and additional information established during his site visit. It is the responsibility of the Tenderer to ensure that the quantities and technical information on which his tender is based are correct.

2.37 Invoices/Quotes from suppliers

Invoices or quotation forms from suppliers for materials shall accompany all claims from the contractor for payment. Where required by the Engineer three quotations for materials or a price of equipment must be submitted prior to the work being undertaken, except when purchases are made from sole agents or suppliers.

2.38 Official Order Form

- a) An official order for repairs shall be issued to the Contractor.
- b) Instructions for repairs may only be issued to the Contractors by the Engineer of appointed officials of the Department. For each repair, details regarding the defects shall be given to the Contractor in writing.

Special arrangements are applicable for emergency repairs.

- c) No payments shall be made for work executed without the necessary written authority.
- d) Payments can be delayed if order numbers do not appear on invoices submitted for payment.

3. TECHNICAL SPECIFICATION

3.1 General

Separate tenders are called for the different Regions identified in the following sections.

Tenderers are free to tender for any one or more Region.

The Department at its sole discretion may award the various Regions to one or more tenderers as it deems fit.

3.2 Sections of Work – medical gas installations

The following items of work are covered under this section.

Split Type Air Conditioning installations, controls and instruments.

3.3 Material of Equal Quality

New parts, components and materials used must be of equal specification to the component that is being replaced, conform to SABS specifications and must, where possible, carry the SABS mark of approval. Only genuine parts are acceptable and the use of pirate parts will not be allowed.

The Contractor shall cede to the Department all suppliers or factory guarantees of repaired or replaced components and ensure that such guarantees are not jeopardised in any way.

The serial numbers of original and new components shall be entered on Job Cards and Invoices presented for payment. The guarantee cards for repairs or replaced components must also be attached to Job Cards.

All new parts and material used in this contract shall be guaranteed for a period of at least 12 months each.

3.4 Uncertainty about Scope

Should the Contractor be uncertain about the scope of any work to be executed under this Contract, the Department must immediately be requested in writing to clarify any uncertainties that may exist.

3.5 JOB CARD FOR REPAIRS

Job Cards shall be completed in all respects for each and every repair undertaken.

The Contractor shall, in the event of repairs or replacements becoming necessary, submit an estimate of the cost of the work concerned to the Engineer and on receipt of instructions to that effect, put the work in hand. The Engineer reserves the right to execute such repairs and replacements with his own staff or by other means.

The Contractor must provide at his cost his own supply of job cards in accordance with the example included herein. The Job Card must be completed legibly in ink after completion of each repair and all unused lines must be cancelled. In addition to the original completed Job Card submitted with the account, the Contractor must submit a copy of the Job Card to the User Department for audit purposes, and for verification of the deletion of the unused lines.

3.6 Submission of Suppliers Invoice

Contractors shall submit original suppliers' invoices in respect of new parts, components and material purchased for any repairs, attached to all accounts where repairs were executed. Descriptions like "1 x filter" or "1 x wire" is not acceptable and shall lead to the delay of payments. The full description that is essential to order such an item from a supplier, i.e. serial number, size, capacity, etc. shall be listed on the account.

NOTE : Should the Contractor's price for material/ new parts/ components be abnormally high, the Department reserves the right to obtain written quotations for such material/ new parts/ components from other independent suppliers and adjust the Contractor's price accordingly.

A separate invoice for each installation or plant item shall be submitted for repairs executed.

3.7 Access Cards and Security

The Tenderer shall acquaint himself with the security arrangements at the various

Institutions and allow for costs to obtain access during normal office hours as well as access after hours for emergency or scheduled work.

3.8 Split Type Air Conditioning Management

Under **NO** circumstances may the Contractor work on the system without the necessary arrangement with the foreman on site.

3.9 Additional Special Conditions

3.9.1 Response Time

The maintenance Contractor shall respond to all breakdown calls within TWO (2) working hours of receipt of the call, night or day.

In the event of the maintenance Contractor not responding in the required time, the Department reserves the right to call any other Contractor to carry out the repairs and any additional costs incurred will be for the account of the maintenance Contractor.

Only EMERGENCY REPAIRS may be carried out after hours at overtime rates.

3.9.2 Associated Electrical Work

The Contractor will be required to undertake repairs to electrical work associated with control systems, starter motors, circuit and motor protection equipment, including power conductors, etc. i.e. the total electrical installation.

NOTE : ALL SUCH WORK SHALL BE CARRIED OUT BY, OR UNDER, THE SUPERVISION OF A LICENSED ELECTRICIAN ONLY, and all work done shall comply with the Standard Wiring Regulations, SABS0142.

3.9.3 Contractor's Ability

Tenders will have to satisfy the Department in all respects that their artisans/ technicians are suitably qualified to carry out the specified serving/ maintenance/ repairs to the equipment contemplated under this Contract.

3.9.4 Profit on Non-scheduled Material

Percentage mark-up is allowed on non-scheduled material, parts and components only and not on labour, transport and subcontractor's services. **The total discount obtained from the supplier shall be credited to the Department.** The percentage mark-up shall then be calculated on the total discount price excluding VAT.

3.9.5 Sub-Contractors

Should the Contractor wish to make use of sub-contractors; he shall apply to the Department for approval before he makes use of their services.

3.9.6 Profit on Subcontractor's Work

The Contractor's percentage mark-up shall only be applicable to spares and material used by the Subcontractor and not on labour charges.

Mark-up on spares and material will be allowed only as per these contract conditions on original suppliers prices only, no additional mark-up for subcontractors will be allowed.

SCHEDULE OF INFORMATION

(To be filled in by Tenderer)

NB:

All schedule which accompany this tender form an integral part of it and must be completed in every detail. Failure to do this may render a tender ineligible for consideration.

Under no circumstances will the following types of statements be accepted as answers:

"See attached pamphlets"

"Refer to catalogue"

"Data to follow", etc.

SPECIAL NOTE TO TENDERERS

Whenever a tenderer wishes to offer alternative equipment or a choice of alternatives, a complete separate tender must be submitted in respect of each alternative offered. The Chief Director will on acceptance of the tender inform the contractor in writing as to the make and/or type of equipment accepted.

Note, however, that the use of the words "or equal" is to be discouraged and could lead to the disqualification of the tender.

1. Supply detailed description of indented minor service

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.....

.....

2. Supply detailed description of indented major service

.....

.....

.....

3. Guarantee offered on indoor and outdoor units

WALL MOUNTED SPLIT SYSTEM AIR CONDITIONERS

TYPE		WALL		WALL		WALL		WALL		WALL		WALL		WALL		WALL		WALL	
CAPACITY (kW)		2.00		2.60		3.50		5.1		6.3		7.03							
A. GENERAL INFORMATION																			
1.	Manufacturer																		
2.	Type and model																		
3.	Cooling capacity at stated conditions (kJ/h)																		
4.	Heating capacity at stated conditions (kJ/h)																		
5.	Required electricity supply:																		
	Volts	.....		.....		.....		.....		.....		.....		.....		.....		.....	
	Amperes	.....		.....		.....		.....		.....		.....		.....		.....		.....	
	Phases	.....		.....		.....		.....		.....		.....		.....		.....		.....	
B. INDOOR UNITS																			
TYPE		WALL		WALL		WALL		WALL		WALL		WALL		WALL		WALL		WALL	
CAPACITY (kW)		2.00		2.60		3.50		5.1		6.3		7.03							
1.	Method of heating																		

REMARKS:

C. CONDENSING (OUTDOOR) UNIT																			
1.	Manufacturer																		
2.	Type and model																		
3.	Condensing capacity (kJ/h)																		
4.	Refrigerant																		

REMARKS:

CASSETTE SPLIT SYSTEM AIR CONDITIONERS

TYPE	CASSETTE	CASSETTE	CASSETTE	CASSETTE	CASSETTE	CASSETTE	CASSETTE	CASSETTE	CASSETTE
CAPACITY (kW)	3.5	5.20	6.90	7.70	10.40	13.051	15.08		
A. GENERAL INFORMATION									
1. Manufacturer									
2. Type and model									
3. Cooling capacity at stated conditions (kJ/h)									
4. Heating capacity at stated conditions (kJ/h)									
5. Required electricity supply: Volts Amperes Phases	.....	.....	.....	.....	.....	.....	.....	.....	.....
B INDOOR UNITS									
TYPE	CASSETTE	CASSETTE	CASSETTE	CASSETTE	CASSETTE	CASSETTE	CASSETTE	CASSETTE	CASSETTE
CAPACITY (kW)	3.5	5.20	6.90	7.70	10.40	13.051	15.08		
1. Method of heating									

REMARKS:

C. CONDENSING (OUTDOOR) UNIT									
1. Manufacturer									
2. Type and model									
3. Condensing capacity (kJ/h)									
4. Refrigerant									

REMARKS:

UNDER CEILING SPLIT SYSTEM AIR CONDITIONERS

TYPE		U-CEILING	U-CEILING	U-CEILING	U-CEILING	U-CEILING	U-CEILING
CAPACITY (kW)		5.3	6.5	7	10.40	12.4	14.50
A. GENERAL INFORMATION							
1.	Manufacturer						
2.	Type and model						
3.	Cooling capacity at stated conditions (kJ/h)						
4.	Heating capacity at stated conditions (kJ/h)						
5.	Required electricity supply: Volts Amperes Phases	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....
B INDOOR UNITS							
TYPE		U-CEILING	U-CEILING	U-CEILING	U-CEILING	U-CEILING	U-CEILING
CAPACITY (kW)		5.3	6.5	7	10.40	12.4	14.50
1.	Method of heating						

REMARKS:.....

C. CONDENSING (OUTDOOR) UNIT	
1.	Manufacturer
2.	Type and model
3.	Condensing capacity (kJ/h)
4.	Refrigerant

REMARKS:

WINDOW WALL UNITS

TYPE		W - WALL	W - WALL	W - WALL	W - WALL	W - WALL	W - WALL	W - WALL
CAPACITY (kW)		1.90	2.60	3.50	5.20	6.50		
A. GENERAL INFORMATION								
1.	Manufacturer							
2.	Type and model							
3.	Cooling capacity at stated conditions (kJ/h)							
4.	Heating capacity at stated conditions (kJ/h)							
5.	Required electricity supply: Volts Amperes Phases	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....
B INDOOR UNITS								
TYPE		W - WALL	W - WALL	W - WALL	W - WALL	W - WALL	W - WALL	W - WALL
CAPACITY (kW)		1.90	2.60	3.50	5.20	6.50		
1.	Method of heating							

REMARKS:

C. CONDENSING (OUTDOOR) UNIT								
1.	Manufacturer							
2.	Type and model							
3.	Condensing capacity (kJ/h)							
4.	Refrigerant							

REMARKS:

CONSOLE SPLIT SYSTEM AIR CONDITIONERS

TYPE		FLOOR	FLOOR	FLOOR	FLOOR	FLOOR	FLOOR
CAPACITY (kW)		1.90	2.5	3.4	4.3		
A. GENERAL INFORMATION							
1.	Manufacturer						
2.	Type and model						
3.	Cooling capacity at stated conditions (kJ/h)						
4.	Heating capacity at stated conditions (kJ/h)						
5.	Required electricity supply: Volts Amperes Phases	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....
B INDOOR UNITS							
TYPE		FLOOR	FLOOR	FLOOR	FLOOR	FLOOR	FLOOR
CAPACITY (kW)		1.90	2.5	3.4	4.3		
1.	Method of heating						

REMARKS:

C. CONDENSING (OUTDOOR) UNIT							
1.	Manufacturer						
2.	Type and model						
3.	Condensing capacity (kJ/h)						
4.	Refrigerant						

REMARKS:

HIDEAWAY SPLIT SYSTEM AIR CONDITIONERS

TYPE	HIDEAWAY	HIDEAWAY	HIDEAWAY	HIDEAWAY	HIDEAWAY	HIDEAWAY
CAPACITY (kW)	7.4	10.5	12.4	15.3	17.6	
A. GENERAL INFORMATION						
1. Manufacturer						
2. Type and model						
3. Cooling capacity at stated conditions (kJ/h)						
4. Heating capacity at stated conditions (kJ/h)						
5. Required electricity supply: Volts Amperes Phases	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....
B INDOOR UNITS						
TYPE	HIDEAWAY	HIDEAWAY Y	HIDEAWAY Y	HIDEAWAY	HIDEAWAY	
CAPACITY (kW)	7.4	10.5	12.4	15.3	17.6	
1. Method of heating						

REMARKS:

C. CONDENSING (OUTDOOR) UNIT						
1. Manufacturer						
2. Type and model						
3. Condensing capacity (kJ/h)						
4. Refrigerant						

REMARKS:

ANNEXURE A SAMPLE JOB CARD

Tender No. : _____

JOB CARD	INSTITUTE :		Job Card Serial No.	
Order No. :	REGION :			
	DATE :		CLASSIFICATION	
PLANT DESCRIPTION :			REPAIRS	
JOB REQUEST :	REQUESTED BY :	APPROVED BY :	SPECIAL REQUEST	
Please carry out the following work:			EMERGENCY CALL OUT	
			CALL OUT DETAIL :	
			DATE	
			TIME NOTIFIED	
			TIME ARRIVED	
JOB REPORT		DETAILS OF WORK DONE		
DATE:		TIME ON :	TIME OFF :	TECHNICIAN/ ARTISAN :
LABOUR, MATERIAL USED AND COSTING				
1) Material included in Tender Price :				
Artisan	hours worked	Rate R C		
2) Material used :				
Quantity	Nett Price	Mark-up	Description (Schedule Ref. And Cat. No.)	R c
			TOTAL	
				SUB-TOTAL
				VAT
				TOTAL
WORK COMPLETED (Contractor)			Work accepted on behalf of Chief Directorate : Works	
Signature :			Signature :	
Date :			Date :	
Time :			Time :	

ANNEXURE B
SAMPLE
REPAIR WORK ACCEPTANCE CERTIFICATE

ORDER No.

INSTITUTION	:	
CODE	:	
REGION	:	
CONTRACTOR	:	
CONTACT PERSON	:	

Description of Works/ Part of Works Completed :		
Delivery Date :	Rectification Date :	Completion Date :

This is to certify that first/ final delivery of the above mentioned works was taken on the date as indicated.

Name : _____
Position : _____
Signature : _____

Representative of DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

Regional Office : _____
Date : _____

Issue of this certificate is noted and agreed to on behalf of the Contractor		
_____ Contractor's Representative	_____ SIGNATURE	_____ DATE