

TENDER

MECHANICAL TERM CONTRACT FOR MAINTENANCE AND REPAIRS OF AIRCONDITIONING & REFRIGERATION SYSTEM AT VARIOUS GOVERNMENT BUILDINGS IN BCMM FOR A PERIOD OF TWO (2) YEARS

SCMU5-25/26-0039

NAME OF COMPANY: _____

CSD Nr: _____

CRS Nr (CIDB): _____

CLOSING DATE: 08 JULY 2025

TIME: 11:00 am

Department of Public Works & Infrastructure
3rd Floor. Office 3-46
Independence Avenue
Qhasana Building
5605



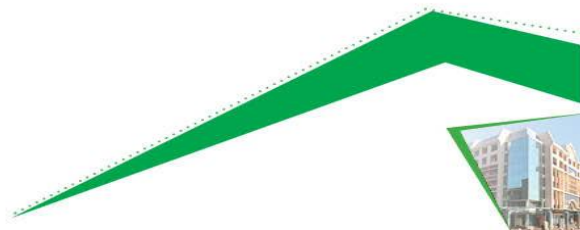
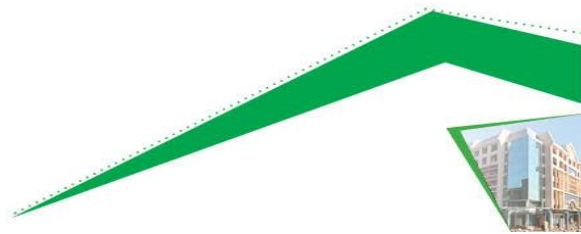
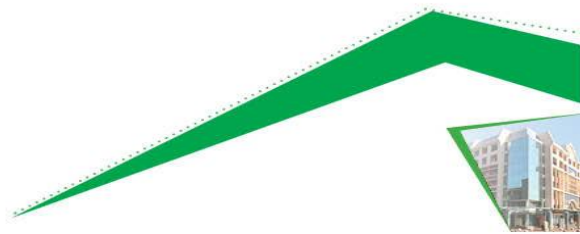


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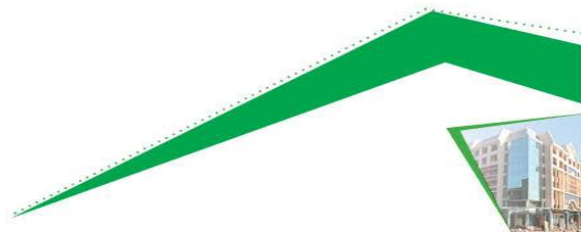
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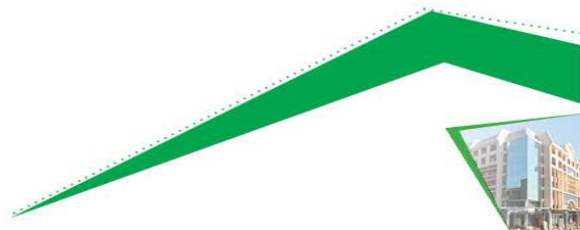
THE TENDER



PART T1: TENDERING PROCEDURES



PART T1.1: TENDER NOTICE AND INVITATION TO TENDER



T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Public Works & Infrastructure invites contractors with a CIDB Grading of **Grade 4ME or higher** in the following Class of works Mechanical Engineering (**ME**) to tender for **MECHANICAL TERM CONTRACT FOR MAINTENANCE AND REPAIRS OF AIRCONDITIONING & REFRIGERATION SYSTEM AT VARIOUS GOVERNMENT BUILDINGS IN BCMM FOR A PERIOD OF TWO (2) YEARS**. The contract will be based on the NEC 3 TERM SERVICE CONTRACT (TSC). The Eastern Cape Department of Public Works and Infrastructure will enter into a contract with the successful tenderer.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.

Tender documents are downloadable for free of charge from National Treasury's e-Tender Portal: (<http://www.etenders.gov.za/content/advertised-tenders>) or from the Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) from **06 June 2025**.

Queries relating to the issue of these documents may be addressed in writing to: supply.chain@ecdpw.gov.za **Technical enquiries:** may be addressed in writing to Mr. L. Sodinga – email: Lwandise.Sodinga@ecdpw.gov.za.

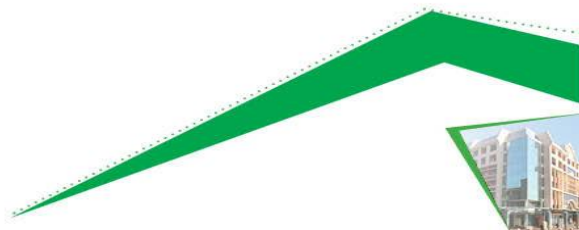
B. TENDER SUBMISSIONS

Bids must be submitted in sealed envelopes clearly marked **“must** be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED “TENDERS”, BISHO**.

The closing time for receipt of tenders by the ECDPWI is **11:00am** on **08 July 2025**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility for wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. Not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.



C. BID EVALUATION:

This bid will be evaluated in Three (3) phases as follows:

Phase One: Functionality – The minimum threshold to be further evaluated is 70 on the requirements

Phase Two: Compliance, responsiveness to the bid rules and conditions,

Phase Three: Preferential Procurement Policy Framework Act (PPPFA), and Preferential Procurement Regulations 2022.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	80 points
Maximum points for Specific Goals	-	20 points
Maximum points	-	100 points

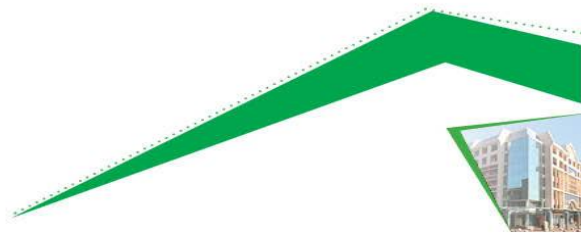
D. BID SPECIFICATIONS, CONDITIONS AND RULES

1. The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data
2. The Department of Public Works and Infrastructure SCM policy applies.
3. Tender validity period is **120 days**.

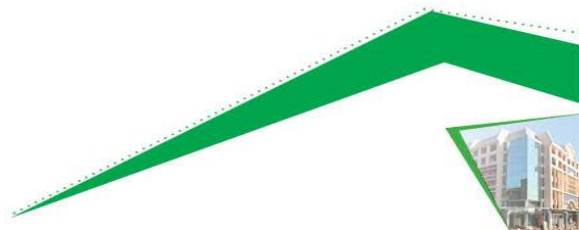
E. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

- **SCM RELATED ENQUIRIES**
supply.chain@ecdpc.gov.za
- **TECHNICAL ENQUIRIES**
Mr. L. Sodinga
Tel No: 040 602 4197
Cell No.: 079 497 3171
Email Address: Lwandise.Sodinga@ecdpc.gov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:
Call: 0800 701 701



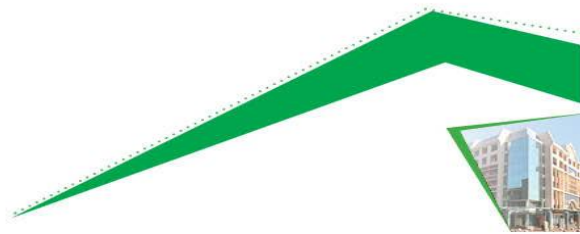
PART T1.2: TENDER DATA



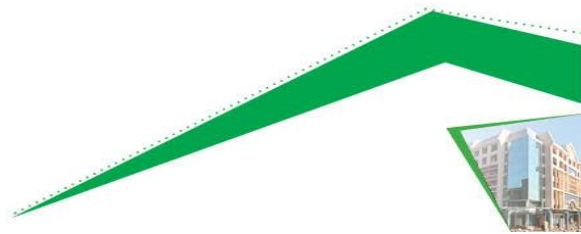
T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 *and* as contained in **Annexure C of Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**. Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

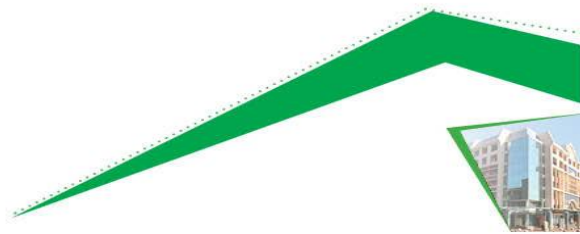
Clause number	Tender Data
3.1	The Employer is Public Works & Infrastructure – Eastern Cape
3.2	The tender documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Dispute Resolution Mechanism Part C2: Pricing data C2.1 - Pricing Instructions C2.2 - Bills of Quantities Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's agent is: Name: Lwandise Sodinga Department of Public Works & Infrastructure Independence Avenue Qhasana Building Bhisho 5605 Tel: 079 497 3171 E-mail: Lwandise.Sodinga@ecdpw.gov.za
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two (2) stage procurement procedures shall be applied.
4	Tender's obligations



4.1	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade 4ME or higher class of Mechanical work Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB in the ME class of work 2. the lead partner has a contractor grading designation in the CIDB Grade 3ME or higher class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB Grade 4ME or higher class of mechanical work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations. 4. Joint Venture Agreement.
4.2	The employer will compensate the tender as follows as per the conditions of the Form of Contract signed or SLA. The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. Tender documents will not be made available at the clarification meeting
4.8	Seek clarification Request clarification of the tender documents, if necessary, by notifying the employer at least 5 (Five) working days before the closing time stated in the tender data.
4.9	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.



4.10	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.11	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) the parts communicated electronically by the employer of its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of N/A is required and shall remain valid for a period not exceeding N/A days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.4	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED "TENDERS", BISHO. Physical address: Independence Avenue, Ground Floor, Qhasana Building, Bisho 5605 Identification details: SCMU5-24/25-0039, MECHANICAL TERM CONTRACT FOR MAINTENANCE AND REPAIRS OF AIRCONDITIONING & REFRIGERATION SYSTEM AT VARIOUS GOVERNMENT BUILDINGS IN BCMM FOR A PERIOD OF TWO (2) YEARS Closing date and time: 08 July 2025 at 11:00
4.13.5	The tenderer is required to submit with his tender the following certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order in the South African Revenue Services. 2) CIDB Grading certificate or CRS number.
4.13.6	A two-envelope procedure will not be required.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.14	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The tender offer validity period is 120 days . Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.15.2	Placing of contractors under restrictions / withdrawal of tenders



	If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on CIDB Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.
4.16	Access shall be provided for the following inspections, tests and analysis: N/A
4.17	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPWI policy
5	Employer's undertakings
5.1	The Employer will respond to requests for clarification received up to Five (5) working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.
5.2	The employer shall issue addenda until Five (5) working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at 11:00am hours .
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
5.6	Arithmetical errors, omission and discrepancies Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.
5.7.1	The financial offer will be reduced on a comparative basis using the Tender Assessment Schedule.

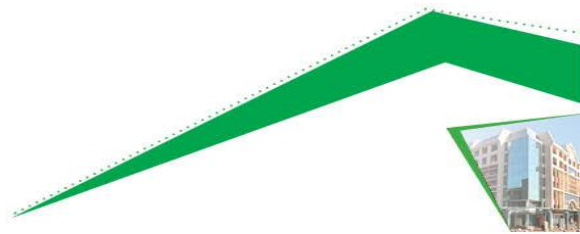
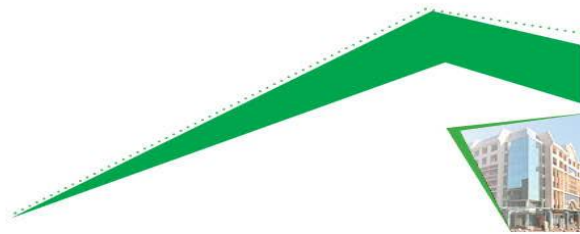
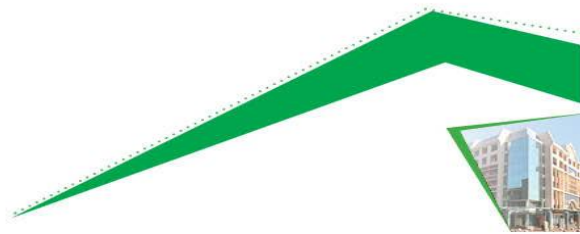


Table F.1: Formulae for calculating the value of A <table> <tr> <th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr> <tr> <td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P / P_m$</td></tr> <tr> <td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P_m / P$</td></tr> <tr> <td colspan="4"> ^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration. </td></tr> </table>				Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$	^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.							
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5.7.2	The procedure for the evaluation of responsive tenders is Method 3: Functionality, Administrative Compliance, Price and Preference Phase 1: Functionality Phase 2: Administrative requirements and Mandatory requirements Phase 3: Price and preference (80/20 system)																						
	1. PHASE 1: FUNCTIONALITY Functionality Evaluation Criteria The functionality evaluation will be conducted by the end-user/operations/the Bid Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on threshold criteria. The criteria will be as follows: Points allocated for Functionality shall be evaluated in accordance with the criteria listed below. The criteria for functionality will be evaluated as follows: - The tenderer will be marked out of a total of 100 points. - Only tenderers scoring 70 points (and more) out of 100 points for functionality evaluation will be considered for further evaluation on Price and Specific Goals (80:20 split). - Tenderers are to submit tender documentation for MECHANICAL TERM CONTRACT FOR MAINTENANCE AND REPAIRS OF AIRCONDITIONING & REFRIGERATION SYSTEM AT VARIOUS GOVERNMENT BUILDINGS IN BCMM FOR A PERIOD OF TWO (2) YEARS A combined functionality score will be calculated from the criteria as shown below <table> <tr> <th>Item No.</th><th>EXPERTISE OF PROPOSED KEY PERSONNEL - Maximum Points = 40. One of the criteria below to be evaluated</th><th></th><th></th></tr> <tr> <td>1</td><td>Qualifications</td><td>Points 40</td><td>Points Scored</td></tr> <tr> <td></td><td>A bidder as a director of a company with trade Test certificate as Airconditioning and or Refrigerant Mechanic (Commercial or Industrial) Attach trade test certificate</td><td>40</td><td></td></tr> <tr> <td></td><td></td><td></td><td></td></tr> <tr> <td></td><td>Bidders company employee with Trade test certificate as Airconditioning & or Refrigeration Mechanic (Commercial or</td><td>20</td><td></td></tr> </table>			Item No.	EXPERTISE OF PROPOSED KEY PERSONNEL - Maximum Points = 40. One of the criteria below to be evaluated			1	Qualifications	Points 40	Points Scored		A bidder as a director of a company with trade Test certificate as Airconditioning and or Refrigerant Mechanic (Commercial or Industrial) Attach trade test certificate	40							Bidders company employee with Trade test certificate as Airconditioning & or Refrigeration Mechanic (Commercial or	20	
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		Industrial) Attache trade certificate and appointment letter in the company's letter head.		
2		Qualification- only one to be evaluated.	Points Max = 30	Points scored
		SARRACCA - Refrigerant safe handling certificate for a Director of the company. Attach card / certificate	30	
		SARRACCA - Refrigerant safe handling certificate for an employee. Attach card / certificate and appointment letter (Must be the same person with the trade test certificate from item 1)	15	
3		PROJECT EXPERIENCE AND REFERENCES - Maximum Points = 30		
		Criteria	Points	Points scored
		Bidders submitted three (3) written contactable references for projects successfully completed within 5 years of the similar nature (clearly indicating client name, contract value, contract term, contact person, contact details). <i>Refer to form K</i>	30	
		Bidders submitted two (2) written contactable references for projects successfully completed within 5 years of the	20	

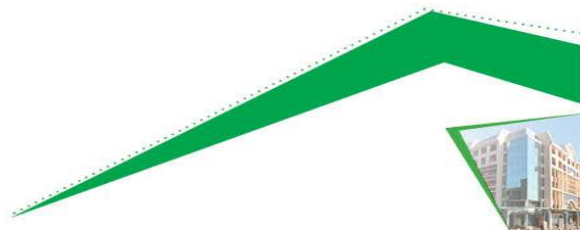


	similar nature (clearly indicating client name, contract value, contract term, contact person, contact details). <i>Refer to form K</i>		
	Bidders who submitted one (1) written contactable references for projects successfully completed within 5 years of the similar nature (clearly indicating client name, contract value, contract term, contact person, contact details). <i>Refer to form K</i>	10	

PHASE TWO: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES

Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:

1. Bid Document (This Document must be submitted in its original format)
2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. And must the status on CIDB be active during award stage. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).
4. Bidders must be a legal entity.
5. Form of offer and Acceptance (fully completed and signed)
6. SBD 4- Declaration of Interest (fully completed and signed). **SBD4 must be duly completed and signed. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1.**
7. Incomplete or unsigned or poorly completed forms **SBD 4 will lead to a bidder being declared non-responsive**
8. Compulsory Enterprise Questionnaire (Completed and signed) (JV partners must complete separate Questionnaire forms and submit).
9. If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).
10. If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern.
11. Resolution to Sign (must be completed, if applicable).
12. Declaration of Employees of the State or other State Institutions.



13. Only one offer per bidder is allowed and alternative offers will not be considered. If more than one offer is received, none of the offers will be considered.
14. Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV

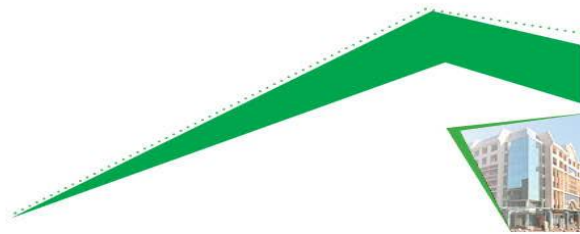
Other Conditions of bid (Non eliminating unless expressly mentioned in the document):

1. DPWI Policy applies.
2. Returnable Schedule: SBD1-Invitation to bid must be completed and signed
3. The bidder must be registered on the Central Supplier Database (CSD) prior the award
4. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD. In cases where the bidder's status is found non-compliant, the bidder will be granted 7 working days to correct the status. **A bidder that fails to rectify its tax matters with SARS will be declared non-responsive.**
5. Bidders need to complete and sign **SBD 6.1** to claim points for specific goals. **Failure will lead to the non-awarding of points for specific goals.**
6. Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, contact person, contact details). Refer to Annexure I and Annexure M. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
7. Bidders must submit a list of projects where he or she has submitted tender offers, but tender results have not been confirmed by the client. Refer to Annexure L. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
8. Bidders must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the bid. Refer to Annexure K and H. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
9. The bidder must also list all projects where there are pending litigations or litigations have been concluded. The form for this is also attached after Annexure J.
10. The Department will contract with the successful bidder by signing a formal contract.
11. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
12. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
13. Protection of personal information: Consent (POPIA)
14. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. JBCC Principal Building Agreement 2000 edition 6.2 of 2018, NEC 3)

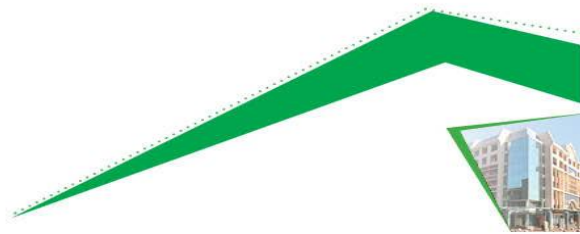
PHASE THREE: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS

The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and Preferential Procurement Regulations 2022

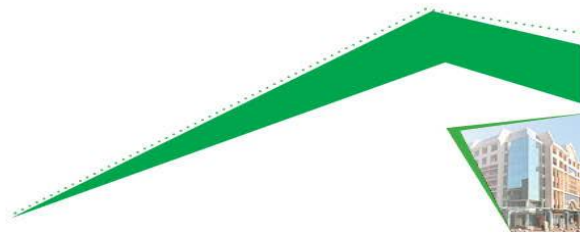
Criteria	Points
POINTS ON PRICE	80
SPECIFIC GOALS	20
TOTAL	100



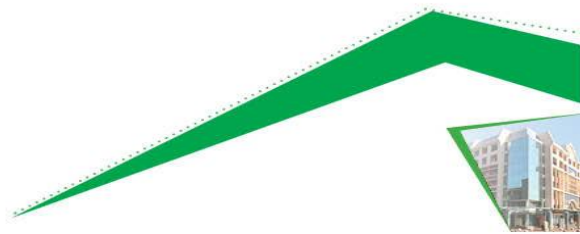
	The 90/10 preference point system for acquisition of services, works or goods exceeding Rand value of R50 million: (a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included): The financial offer will be scored using the following formula: $A = (1 - \frac{P - P_m}{P_m})$ The value of value of W_1 is: 15. 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 16. 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.
5.7.3	The procedure for the evaluation of responsive tenders is Method 3 (Functionality, Administrative Compliance, price and preference)
5.7.4	The quality criteria and maximum score in respect of each of the criteria are as follows: N/A
5.7.5	Each evaluation criteria will be assessed in terms of five indicators – N/A
5.7.6	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: N/A
5.8	Tender offers will only be accepted if: a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin. c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPWI policy. d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. e) the tenderer or any of its directors/shareholders 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. f) 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 written notice to this effect. g) the tenderer has completed the Compulsory Declaration 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. h) the tenderer 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 and persons in the employ of the state are permitted to submit tenders or participate in the contract. i) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted. j) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. k) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.



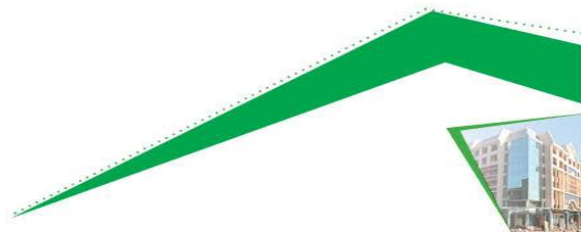
	l) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. m) the tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process. n) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid. o) Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated. p) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer. q) The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
	The additional conditions of tender are: Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
T.2.1	A. List of returnable documents
1	Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated. Appropriate CIDB grading suitable for the works (as stated in 4.1).
2	Returnable Schedules required for tender evaluation purposes The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant: - Record of Addenda to Tender Documents - Proposed amendments and qualifications - Compulsory Enterprise Questionnaire (JV partners must complete separate Questionnaire forms and submit). - SBD 1, 4 & 6.1 - Form of Offer and Acceptance - Protection of personal content: Consent - Final Summary of Bills of Quantities or a complete Pricing Schedule - Certificate of Authority for Joint Ventures - Key Personal CV and Qualifications - Project Reference Form K
3	Other documents required for tender evaluation purposes The tenderer must provide the following returnable documents: - A CSD Report for a contractor with valid and correct information. - A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)



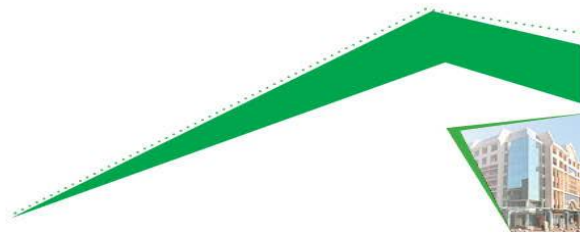
4	Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract The tenderer must complete the following returnable documents: A duly completed form of Offer and Acceptance (and any revision of prices if there are any).
5	Only authorized signatories may sign the original and all copies of the tender offer where required. - In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. - In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorizing a director or other official of the company to sign the documents on behalf of the company. - In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorizing a member or other official of the corporation to sign the documents on each member's behalf. - In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case <u>proof of such authorization</u> shall be included in the Tender. - In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a <u>resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorizing a member of the joint venture to sign the documents on behalf of the joint venture. JV NOT APPLICABLE. <u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u>
6	Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
7	Canvassing and obtaining additional information by tenderers The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
8	Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person - - who is in the service of the state; or - if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or - a person who is an advisor or consultant contracted with the Department or municipal entity. In the service of the state means to be - - a member of: - - any municipal council; - any provincial legislature; or - the National Assembly or the National Council of Provinces; - a member of the board of directors of any municipal entity; - an official of any Department or municipal entity; - an employee of any national or provincial department; - provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);



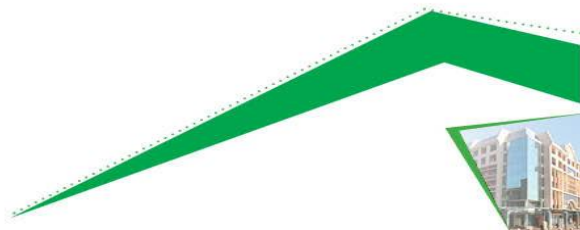
	h) a member of the accounting authority of any national or provincial public entity; or i) an employee of Parliament or provincial legislature. In order to give effect to the above, the questionnaire for the declaration of interest in the tender of persons in service of state in part T2 of this procurement document must be completed.
9	Awards to close family members of persons in the service of the state Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including - a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
10	Respond to requests from the tenderer The employer will respond to requests for clarification up to 5 (five) working days before the tender closing time.
11	Opening of tender submissions Tenders will be opened immediately after the closing time for tenders
12	Scoring quality / functionality: N/A
13	Cancellation and re-invitation of tenders An organ of state may, prior to the award of the tender, cancel the tender if- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. (d) Tender validity period has expired. (e) Gross irregularities in the tender processes and/or tender documents. (f) No market related offer received (after attempts of negotiation processes) Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.
14	Dispute resolution mechanism will be done through the Adjudication route.
15	The department must when acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations 2022 do not prevent an institution from instituting remedies arising from any other prescripts or contract.
16	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the cidb for investigation as a breach of the cidb Code of Conduct in terms of the cidb Regulations; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the cidb Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.



PART T2: RETURNABLE DOCUMENTS



PART 2.1: LIST OF RETURNABLE DOCUMENTS



T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for bid evaluation purposes

- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)

2 Other documents required for bid evaluation purposes

- Form of Offer and Acceptance
- Complete Priced Bills of Quantities & Final Summary

3 Returnable Schedules that will be incorporated into the contract

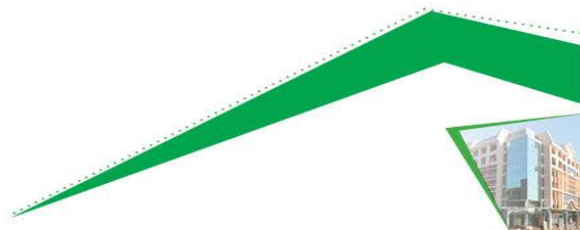
- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- Project References – at least 3
- SBD 1, 4 & 6.1
- Protection of personal content: Consent
- Project reference form k



PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE					
BID NUMBER:	SCMU5-25/26-0039		CLOSING DATE:	08 JULY 2025	CLOSING TIME: 11:00
DESCRIPTION:	MECHANICAL TERM CONTRACT FOR MAINTENANCE AND REPAIRS OF AIRCONDITIONING & REFRIGERATION SYSTEM AT VARIOUS GOVERNMENT BUILDINGS IN BCMM FOR A PERIOD OF TWO (2) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF PUBLIC WORKS& INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED "TENDERS", BHISHO.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON	Lwandise Sodinga	
TELEPHONE NUMBER			TELEPHONE NUMBER	040 602 4197	
FACSIMILE NUMBER			FACSIMILE NUMBER	079 497 3171	
E-MAIL ADDRESS	supply_chain@ecdpc.gov.za		E-MAIL ADDRESS	Lwandise.Sodinga@ecdpc.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



PART B

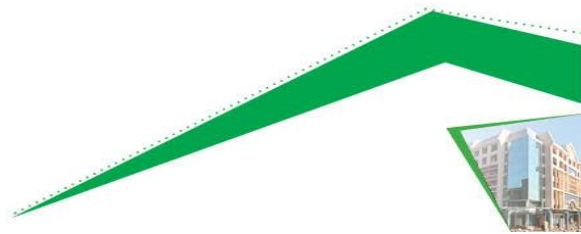
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. NOT APPLICABLE.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER:

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

DATE:



Compulsory Enterprise Questionnaire

A

Compulsory Enterprise questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number Tax
reference number

Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

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

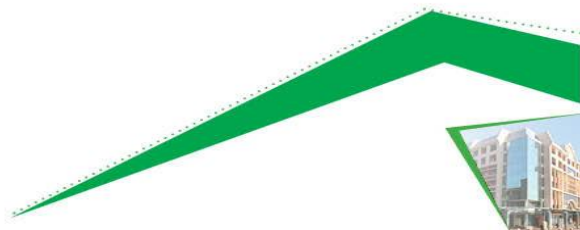
- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position



SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

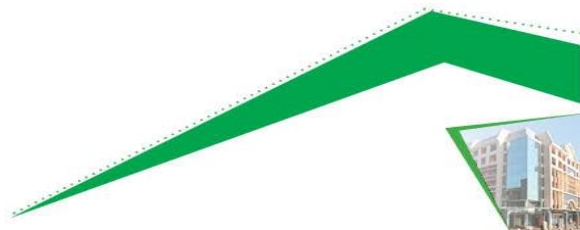
.....
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- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this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

- 2.3.1 If so, furnish particulars:

.....
.....

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



3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

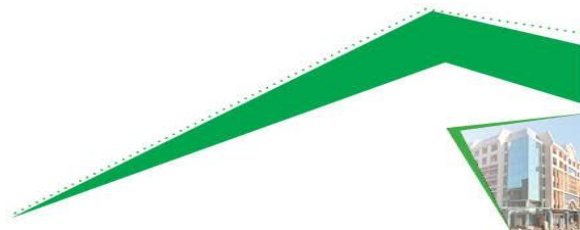
.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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



SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to 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 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

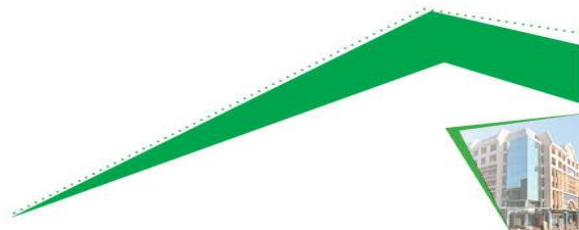
- a) Price; and
- b) Specific goals

1.4 To be completed by the organ of state:

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

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

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



2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

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

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

80/20

$$P_S = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

or

90/10

$$P_S = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

3.2 FORMULA FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME

3.2.1 POINTS AWARDED FOR PRICE

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

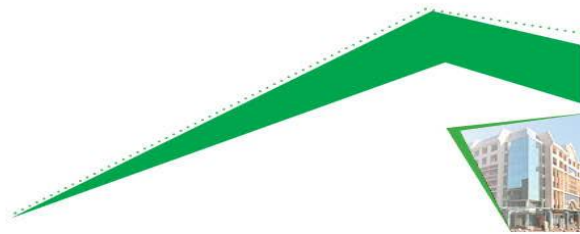
$$P_S = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{min} = Price of highest acceptable tender

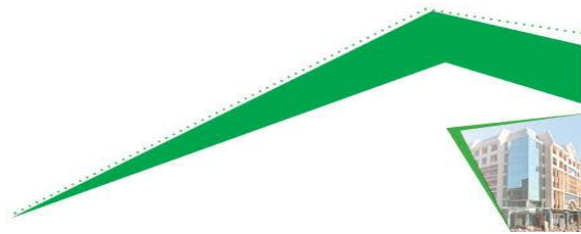
4. POINTS AWARDED FOR SPECIFIC GOALS



- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 - then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individual:-			
	(a) 100% black ownership	6	
	(b) 51% to 99% black ownership	4	
	(c) Less than 51% black ownership	0	
Black women ownership:-			
	(a) 100% black women ownership	4	
	(b) 30% to 99% black women ownership	2	
	(c) Less than 30% black women ownership	0	
Locality			
	(a) Within the Eastern Cape	6	
	(b) Outside the Eastern Cape	0	
Black youth ownership:-			
	(a) 100% black youth ownership	2	
	(b) 30% to 99% black youth ownership	1	
	(c) Less than 30% black youth ownership	0	
Military Veteran ownership: -			
	(a) 100% black youth ownership	2	
	(b) 30% to 99% black youth ownership	1	
	(c) Less than 30% black youth ownership	0	



DECLARATION WITH REGARD TO COMPANY/FIRM

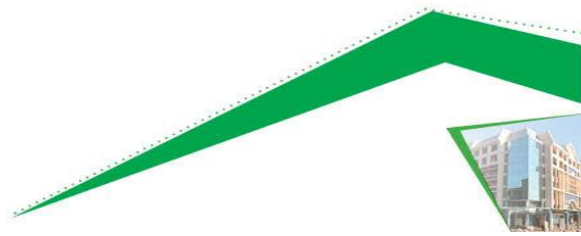
- 4.3 Name of company/firm.....
- 4.4 Company registration number:
- 4.5 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]
- 4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that: i) The information furnished is true and correct;
- i. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- ii. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iii. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- a) disqualify the person from the tendering process;
 - b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

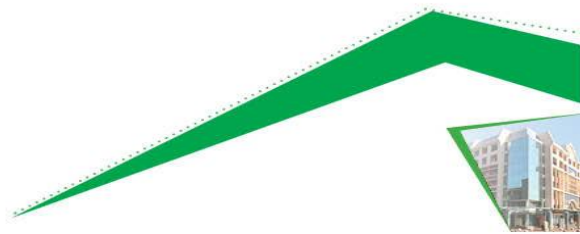
DATE:

ADDRESS:

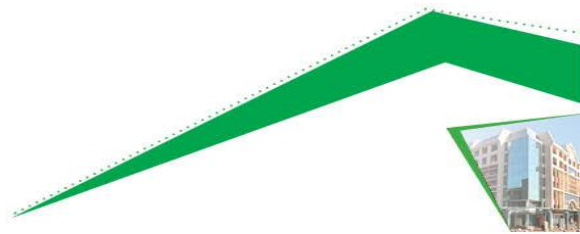


PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT)

(ATTACH HERE)



**VALID CIDB CERTIFICATE OF A TENDERER
(ATTACH HERE)**



PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

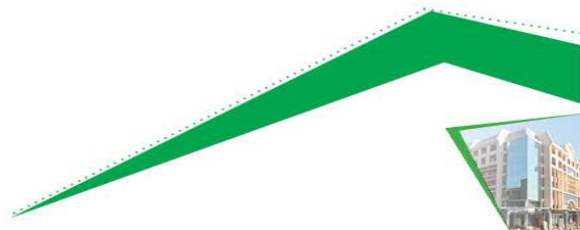
The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion. As part of its business activities, the Department of Public Works and Infrastructure obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Public Works and Infrastructure from time to time. The Department of Public Works and Infrastructure confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

The Department of Public Works and Infrastructure hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Not unless directed to do so by an order of court, the Department of Public Works and Infrastructure does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and be seized with information of a personal nature pertaining to the Department of Public Works and Infrastructure. Some of the information may because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the Department of Public Works and Infrastructure requires that Bidders which receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

AGREEMENT

1. The Department of Public Works and Infrastructure and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
 - a) They process the information only for the express purpose for which it was obtained.
 - b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
 - c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
 - d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
 - e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
 - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.
2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.
3. Bidder's Obligations



- a) The Bidder is required to notify the Information Officer of Department of Public Works and Infrastructure, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Department of Public Works and Infrastructure's personal information.
- b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
- c) The Bidder shall be required to provide the Department of Public Works and Infrastructure with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
- d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of Department of Public Works and Infrastructure.

On behalf of the Bidder:

.....

Signature

.....

Date

.....

Position

.....

Name of the Bidder

On behalf of the Client:

.....

Signature

.....

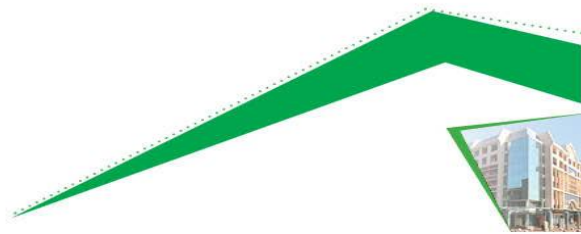
Date

.....

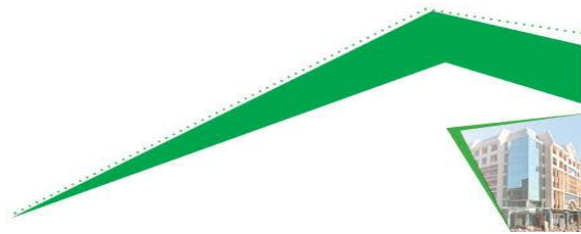
Position

.....

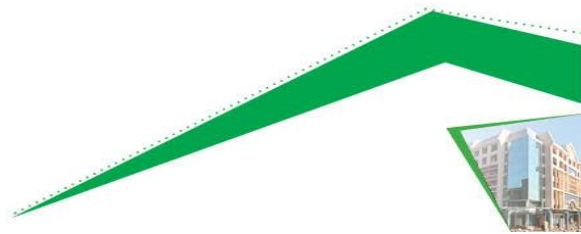
Name of Client Representative



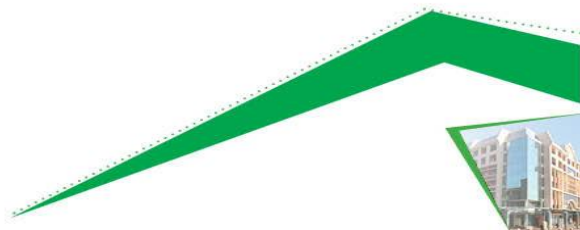
THE CONTRACT



PART C1: AGREEMENTS AND CONTRACT DATA



PART C1.1: FORM OF OFFER AND ACCEPTANCE



Annex C
(normative)

FORM OF OFFER AND ACCEPTANCE

Project title	MECHANICAL TERM CONTRACT FOR MAINTENANCE AND REPAIRS OF AIRCONDITIONING & REFRIGERATION SYSTEM AT VARIOUS GOVERNMENT BUILDINGS IN BCMM FOR A PERIOD OF TWO (2) YEARS
SCMU number	SCMU5-25/26-0039

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **MECHANICAL TERM CONTRACT FOR MAINTENANCE AND REPAIRS OF AIRCONDITIONING & REFRIGERATION SYSTEM AT VARIOUS PRESTIGE BUILDINGS IN BCMM FOR A PERIOD OF TWO (2) YEARS**

.....
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) (or other suitable wording)

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

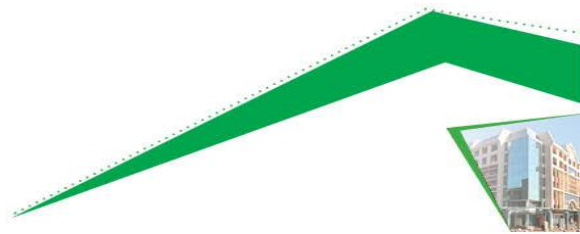
Signature
Name
Capacity
for the
tenderer
(Name and address of organization)
Name and signature
of witness Date

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)
Part C2 Pricing data



Part C3 Scope of work.

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

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

The tenderer shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature
Name
Capacity
for the
Employer
(Name and address of organization)
Name and signature
of witness Date

Schedule of Deviations

1 Subject
Details

2 Subject
Details

3 Subject
Details

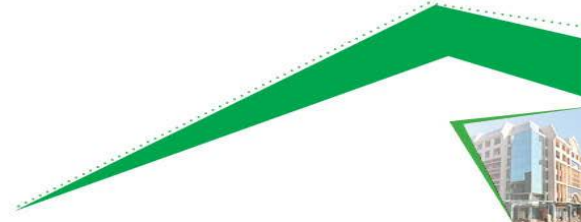
4 Subject
Details

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/ quotation documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

¹ As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties



A

RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	MECHANICAL TERM CONTRACT FOR MAINTENANCE AND REPAIRS OF AIRCONDITIONING & REFRIGERATION SYSTEM AT VARIOUS GOVERNMENT BUILDINGS IN BCMM FOR A PERIOD OF TWO (2) YEARS		
SCMU NUMBER	SCMU5-25/26-0039		
I / We confirm that the following communications received from the Department of Public Works & Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

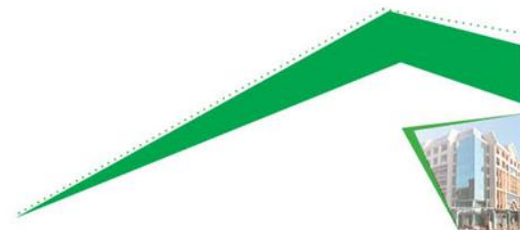
Signed

Date

Name

Position

Tenderer



B

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 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

PROJECT TITLE	MECHANICAL TERM CONTRACT FOR MAINTENANCE AND REPAIRS OF AIRCONDITIONING & REFRIGERATION SYSTEM AT VARIOUS GOVERNMENT BUILDINGS IN BCMM FOR A PERIOD OF TWO (2) YEARS
SCMU NUMBER	SCMU5-25/26-0039

Page	Clause /Item	Proposal
The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct		

Signed

Date

Name

Position

Enterprise name



C

RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

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



D

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr./Ms., authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

PROJECT TITLE	MECHANICAL TERM CONTRACT FOR MAINTENANCE AND REPAIRS OF AIRCONDITIONING & REFRIGERATION SYSTEM AT VARIOUS GOVERNMENT BUILDINGS IN BCM FOR A PERIOD OF TWO (2) YEARS	
SCMU NUMBER	SCMU5-25/26-0039	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
.....		Signature. Name Designation.....
.....		Signature. Name Designation.....
.....		Signature. Name Designation.....



E

SCHEDULE OF PROPOSED SUBCONTRACTORS

PROJECT TITLE	MECHANICAL TERM CONTRACT FOR MAINTENANCE AND REPAIRS OF AIRCONDITIONING & REFRIGERATION SYSTEM AT VARIOUS GOVERNMENT BUILDINGS IN BCMM FOR A PERIOD OF TWO (2) YEARS
SCMU NUMBER	SCMU5-25/26-0039
We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below. This should also be declared on SBD 6.1 form. 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 or to be contracted are registered on Central Supplier Database (CSD).	

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
1					
2					



3					
4					
5					
The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct					



Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE



Signed

Date

Name

Position

Enterprise name



F

CAPACITY OF THE BIDDER

PROJECT TITLE	MECHANICAL TERM CONTRACT FOR MAINTENANCE AND REPAIRS OF AIRCONDITIONING & REFRIGERATION SYSTEM AT VARIOUS GOVERNMENT BUILDINGS IN BCMM FOR A PERIOD OF TWO (2) YEARS
SCMU NUMBER	SCMU5-25/26-0039
WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.) <i>Artisans and Employees: (Artisans and Employees to be ,or are ,employed for this project)</i>	

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Site Agent		
	Project Manager		
	Foreman		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans		
	Unskilled employees		
	Others		

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed:		Date	
Name:		Position	
Enterprise Name:			



G

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Tenderers must submit a max one-page description of at least three projects successfully completed. **Attach an Completion Certificate for each of the project provided.**

The description of each project must include the following information:

1. Essential introductory information:
 - 1.1. Name of project.
 - 1.2. Name of client.
 - 1.3. Contact details of client.
 - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
 - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed.....

Date.....

Name.....

Position.....

Enterprise name.....



H

RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist). **Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

2. Essential introductory information:
 - 2.1. Name of project.
 - 2.2. Name of client.
 - 2.3. Contact details of client.
 - 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 2.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
 - 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						

Attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed

Date

Name

Position

Enterprise name



I

OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING (if they exist)

(Any other client's tender must also be included)

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN Rands	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).

Signed

Date

Name

Position

Enterprise name



J

SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					

Signed

Date

Name

Position

Tenderer name



K

Project Reference Forms - 1

Project title:	MECHANICAL TERM CONTRACT FOR MAINTENANCE AND REPAIRS OF AIRCONDITIONING & REFRIGERATION SYSTEM AT VARIOUS GOVERNMENT BUILDINGS IN BCMM FOR A PERIOD OF TWO (2) YEARS
Project Number:	SCMU5-25/26-0039

NOTE: This returnable document must be completed by the person who was the Principal Agent/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of _____ (company name) declare that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):
 Project name: _____
 Project location: _____
 Construction period: _____ Completion date: _____
 Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO
-----	----

C. Any other comments:

D. My contact details are:



Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2025.

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

Date



Project Reference Forms - 2

Project title:	MECHANICAL TERM CONTRACT FOR MAINTENANCE AND REPAIRS OF AIRCONDITIONING & REFRIGERATION SYSTEM AT VARIOUS GOVERNMENT BUILDINGS IN BCMM FOR A PERIOD OF TWO (2) YEARS
Project Number:	SCMU5-25/26-0039

NOTE: This returnable document must be completed by the person who was the Principal Agent/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of
_____ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:



Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE



Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2025.

Signature of principal agent

COMPANY STAMP

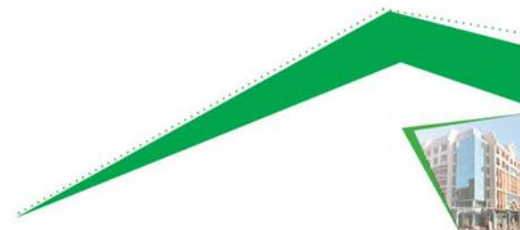
NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

Date



Project Reference Forms - 3

Project title:	MECHANICAL TERM CONTRACT FOR MAINTENANCE AND REPAIRS OF AIRCONDITIONING & REFRIGERATION SYSTEM AT VARIOUS GOVERNMENT BUILDINGS IN BCMU FOR A PERIOD OF TWO (2) YEARS
Project Number:	SCMU5-25/26-0039

NOTE: This returnable document must be completed by the person who was the Principal Agent/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of
_____ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:



Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2025.

Signature of principal agent

COMPANY STAMP

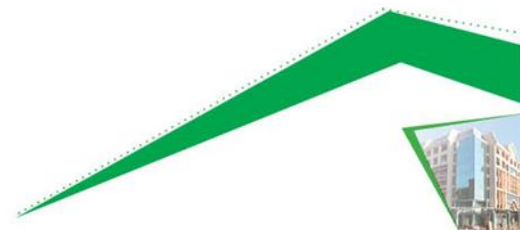
NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

Date



1. BASELINE RISK ASSESSMENT

PROJECT TITLE	'MECHANICAL TERM CONTRACT FOR MAINTENANCE AND REPAIRS OF AIRCONDITIONING & REFRIGERATION SYSTEM AT VARIOUS GOVERNMENT BUILDINGS IN BCMM FOR A PERIOD OF TWO (2) YEARS
SCMU NUMBER	SCMU5-25/26-0039
<i>PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE</i>	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Brickwork	Physical injury, Fatality				PPE, Use of Scaffolding
Roofing	Physical injury, Fatality				PPE, Use of Scaffolding
Plastering	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Dust inhalation	Use of PPE, guarding off site on work areas
Paintwork	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Air pollution	Use of PPE, guarding off site on work areas
Construction activities / demolition	Temporary deafness	Permanent deafness	Noise pollution	Noise pollution	Guarding / barricading of site
Moving machines	Driven over by machines	Injury to workers	Fuel spillage	Driven over by machines	Signage and slow driving

You can list all activities on a separate page to address this issue (the above table is just for reference purposes).



PART C.1.2: CONTRACT DATA



PART C1.2 CONTRACT DATA

Tender No : SCMU5-25/26-0039

Project title:	MECHANICAL TERM CONTRACT FOR GOVERNMENT BUILDINGS IN BHISHO/E.L AND KWT
Tender No:	SCMU5-25/26-0039

Part 1– Data provided by the Employer

Clause	Statement	Data
1. General		
	The conditions of contract are the core clauses and the clauses for main Option:	A Priced contract with price list
	dispute resolution Option	W1 Dispute resolution procedure
	and secondary Options	X1 Price adjustment for inflation
		X13 Performance Bond
		X17 Low service damages
		X18 Limitation of liability
		X19 Task Order
		X20 Key Performance Indicators
	of the NEC3 Term Service Contract (April 2013)	

10.1	The Employer is (name):	Eastern Cape Department of Public Works & Infra
	Address	Department of Public Works and Infrastructure 3 rd Floor. Office 3-46 Independence Avenue Qhasana Building



5605

Represented By:

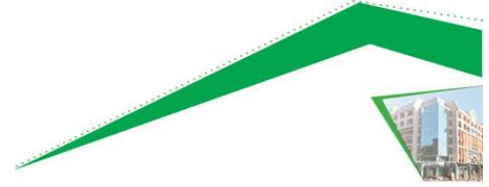
Tel No.

Fax No.

10.1	The Service Manager is (name):	
	Address	
	Tel	
	e-mail	
The Service Manager is (name):		
11.2(2)	The Affected Property is	Various Public works Facilities in the Eastern Cape Bhisho , KWT and EL
11.2(13)	The service is	Scheduled and Re-active Maintenance and new Installations of HVAC System
11.2(14)	The following matters will be included in Risk register	N/A
11.2(15)	The Service Information is in	The Contract Part 1: Service Information - Scope of Works. Works Information and all documents and drawings to which it makes reference.
12.2	The law of the contract is the law of	the Republic of South Africa
13.1	The language of this contract is	English
13.2	The period for reply is	7 days

2. The Contractor's responsibility (If the optional statement for this section is not used, no data will be required for this section)

21.1	The Contractor submits a first Plan for	2 weeks of the Contract Date acceptance within
------	---	--



3. Time		
30.1	The starting date is	at the Site Handover Meeting Date
30.2	The service period is	24 Months

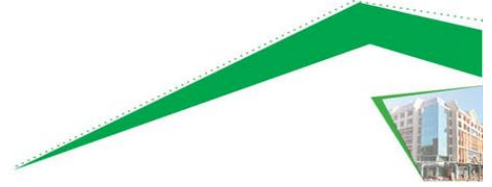
4. Testing and defects	Special testing may be requested by the Service Manager.
------------------------	--

5. Payment		
50.1	The assessment interval is	Monthly
51.1	The currency of this contract is the	South African Rand
51.2	The period with which payments are made is	30 Days after submission of a valid TAX Invoice to the Employer
51.4	The interest rate is	(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the South African Reserve Bank (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands

6. Compensation Events	(if the optional statement for this section is not used, no data will be required for this section)
These are additional compensation	N/A events

7. Use of Equipment Plant and Materials	No data is required for this section of the conditions of contract.
---	---

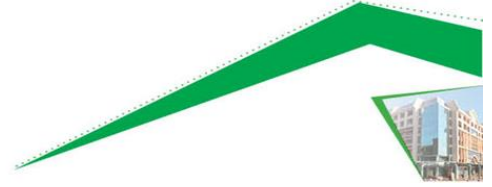
8. Risks and Insurance		
80.1	These are additional Employer's risks	N/A
83.1	The Employer provides these insurances from the Insurance Table	N/A
83.1	The Employer provides these additional insurances	N/A
83.1	The minimum amount of cover for insurance against loss and damage caused	R 5 000 000.00



	by the Contractor to the Employer's property is	
83.1	The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the Employer to an amount of	R 5 000 000.00
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's	R 5 000 000.00
	Providing the Service for any one event is:	
83.1	The Minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R 5 000 000.00

9. Termination	No data is required for this section of the conditions of contract.
-----------------------	---

10. Data for main Option Clauses		
A	Priced Contract with Price List	Option A
20.5	The Contractor prepares forecasts of the final total of Prices for the whole of the service at intervals of no longer than	4 Weeks



11. Data for Option W1

W1.1	The Adjudicator is (Name)	The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the party intending to refer a dispute to him. (See www.icesa.org.za)
	Address	
	Tel. No,	
	Fax No.	
	Email	
W1.2(3)	The Adjudicator nominating body is:	An adjudicator will be nominated by mutual agreement between the parties
W1.4(2)	The Tribunal is:	Arbitration
W1.4(5)	The Arbitration Procedure is	The latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (South Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organization who will choose an arbitrator	The Chairman for the time being or his nominee of the Association of Arbitrators (South Africa) or its successor body.
	-If the Parties cannot agree a choice or	
	-If the procedure does not state who selects an arbitrator, is	

12. Data for Secondary Option Clauses

X1	Price Adjustment for Inflation	
X1.1	The base date for indices is	Tender Closing Date
	The proportions used to calculate the Price Adjustment Factor are:	



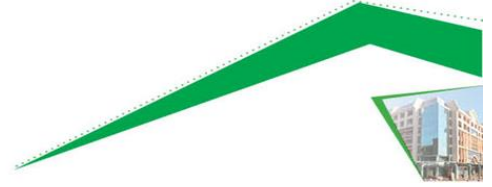
Note: Requirements for CPA/Price inflation is that Prices must be Fixed and Firm for the First 12 months of the contract and only subject to escalation thereafter. A minimum of 10% of the contract price / prices is not adjustable throughout the life of the contract	Proportion	Linked to Index for	Index prepared by (Source)
		Non-Adjustable**	
	100%		

X13 Performance Bond			
X13.1	The Contractor gives the Employer a	The Tenderer must provide a Performance Bond in the performance bond form of a Fixed Performance Guarantee by means of a Bank Guarantee, or from an Insurer approved by the	
		Service Manager, in the amount of 2.5% of the Awarded Contract Value, once the Contract has been awarded to him. This Bond must be given to the Employer with in four (4) weeks of the Contract Date.	
X17	Low Service Damages		
X17.1	The service level table is in	As per Demerit Table in Contact Data – Annexure CD1	

X18 Limitation of Liability			
X18.1	The Contractor’s liability to the Employer for indirect or consequential loss is limited to	R0.0 (zero Rand)	
X18.2	For any one event, the Contractor’s liability to the Employer for loss of or damage to the Employer’s property is limited to	R2 500 000.00	
X18.3	The Contractor’s liability for Defects due to his design of an item of Equipment is limited to	The greater of - the total of the Prices at the Contract Date And - R2 500 000	
X18.4	The Contractor’s liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	N/A	
X18.5	The end of liability date is	3 Months after the end of the Service Period.	



X19	Task Order	The Contractor submits a Task Order programme to the Service Manager within Authorization to commence with any Task will be done by Task Order. This Task Order will be issued to the Contractor by the Service Manager. Maintenance Turn- around times are stated in the Works Instructions under specification clause GM7.
X20	Key Performance Indicators	Key performance Indicators will be used to monitor Contractor performance on a monthly basis



Part Two – Data provided by the Contractor

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Tel No. Fax No.	
11.2(8)	The Direct Fee Percentage is	_____ %
	The Subcontracted Fee Percentage Is	_____ %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the Contractor's plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The Key Persons are: Name : Job : Responsibilities : Qualifications : Experience	
	Name : Job : Responsibilities : Qualifications : Experience	
	CV's and further key person's data are in _____	
A	Priced Contract with Price List	



11.2(12) The price list is in																							
11.2(19) The tendered total of the Prices is																							
X1	Price adjustment for inflation																						
X1.1 <table border="1" style="width: 90%; border-collapse: collapse;"> <thead> <tr style="background-color: #f2f2f2;"> <th style="width: 15%;">Proportion</th> <th style="width: 40%;">Linked to Index for</th> <th style="width: 45%;">Index prepared by (Source)</th> </tr> </thead> <tbody> <tr><td style="height: 40px;"></td><td></td><td></td></tr> <tr><td style="height: 40px;"></td><td></td><td></td></tr> <tr><td style="height: 40px;"></td><td></td><td></td></tr> <tr><td style="height: 40px;"></td><td></td><td></td></tr> <tr> <td style="height: 40px;"></td> <td style="text-align: center; vertical-align: middle;">Non-Adjustable**</td> <td></td> </tr> <tr> <td style="text-align: center; vertical-align: middle;">100%</td> <td></td> <td></td> </tr> </tbody> </table>			Proportion	Linked to Index for	Index prepared by (Source)														Non-Adjustable**		100%		
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Annexure CD1 – Demerit Table and Penalty Calculation System

Project title:	MECHANICAL SCHEDULED MAINTENANCE CONTRACT–
Bid No:	SCMU5-25/26-0039

Attach document here



ANNEXURE CD1: DEMERIT TABLE AND PENALTY CALCULATION SYSTEM

If the Contractor fails to remedy any sub-standard work within the time frame stipulated by the Service Manager, the conditions as per GM 3.1 will apply.

The contractor will incur demerit points for specific measurable poor performance incidents which can lead to the early termination of the Contract as described below.

DESCRIPTION	DEMERIT POINT
Failure to submit the Functional Condition Assessment Report by the due date	1 point/ week that the report is late
Exceeding the maximum allowable response and resolve time for a P1 Breakdown	3 points/ incident
Exceeding the maximum allowable response and resolve time for a P2 Breakdown	2 points/ incident
Exceeding the maximum allowable response and resolve time for a P3 or P4 Breakdown	1 point/ incident
Not meeting the Planned Maintenance Performance KPI	1 point/ incident
Not meeting the Rework Rate KPI	1 point/ incident
Not meeting the Contractor Contractibility KPI	1 point/ incident



The demerit points will accumulate and trigger the following actions:

ACCUMULATED DEMERIT POINTS	ACTION
6	Service Manager to discuss Contractor's performance deviation and agree on improvement measures. If improvement measures are successful and the Contractor has been consistently meeting the required KPI targets for the following two months, the demerit points can be cancelled by the Service Manager.

12	Service Manager to issue notice that Contractor is in Breach of Contract and that Contract Can be terminated if the Contractor does not improve his performance in line with the agreed improvement measures.
15	Service Manager to Terminate Contract as per Clause 9 of the NEC3 Term Service Contract.

Poor performance by the Contractor due to late payments by the Employer will not incur demerit points.

Financial penalties, as per the requirements of Secondary Options Clause X17, will be applied on the effected payments at 1% penalty per demerit point by the Service Manager, in the month that the demerit points are allocated to the Contractor.



Annexure CD2 – Key Performance Indicator Listing

Project title:	SCHEDULED MAINTENANCE CONTRACT & NEW INSTALLATIONS – HVAC
Bid No:	SCMU5-25/26-0039



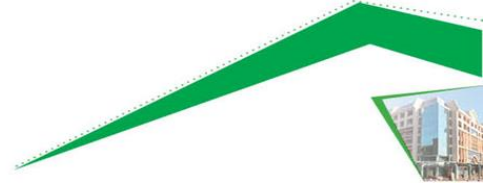
ANNEXURE CD2: KEY PERFORMANCE INDICATOR LISTING

The following Key Performance Indicators (KPI's) will be applicable to this Contract and must be monthly updated and reported on by the Service Manager:

KPI Name	KPI Equation		Frequency	Target
Emergency Job Rate	=	$\frac{\text{Total Number of Emergency Jobs Done}}{\text{Total Number of Jobs Done}} \times 100\%$	Monthly	<10%
Planned Maintenance Performance	=	$\frac{\text{Total Number of Scheduled Planned Maintenance Jobs Completed}}{\text{Total Number of Planned Maintenance Jobs Scheduled}} \times 100\%$	Monthly	100%
Cost Estimation Accuracy	=	$\frac{\text{Total Actual Cost of Work}}{\text{Total Estimated Cost Of Work}} \times 100\%$	Monthly	100%
Response Performance	=	$\frac{\text{Number of Service Calls Completed within Targeted Response Time}}{\text{Total Number of Service Calls}} \times 100\%$	Monthly	100%
Rework Rate	=	$\frac{\text{Number of Jobs Requiring Rework}}{\text{Total Number of Jobs Done}} \times 100\%$	Monthly	0%
SHEQ	=	Number of SHEQ Incidents Involving the Contractor	Monthly	0
Contractor Contactability	=	Number of Times that Contractor was not Contactable by the Call Centre	Monthly	0

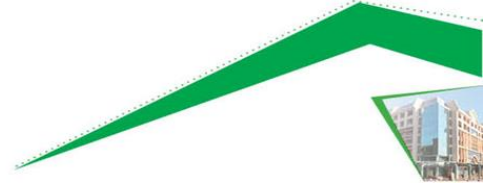
The Service Manager must also ensure that the following items are routinely inspected and reported on by the Site Representative for each Health Facility:

1. Compliance with general maintenance requirements as specified in the Service Information.
2. Manner in which preventative and corrective maintenance is carried out.



3. Manner in which the Maintenance Control Plan is implemented and updated.
4. Manner in which Task Orders received from the Service Manager is dealt with.
5. Manner in which records are kept as required by the Service Information as well as the Occupational Health and Safety Act, Act No 85 of 1993 as amended.
6. Quality of services carried out for the month prior to the inspection.

Note: The aim of the above inspection is to determine that all the requirements of the specification have been complied with. Should the Service Manager believe that one or more maintenance items referred to above, have been neglected or totally ignored by the Contractor he may decide to implement demerit points as penalty as per X17 for each type of non-compliance found during the inspection.



C1.3 CIDB ADJUDICATOR'S AGREEMENT



This agreement is made on the day of between:
 (name of company / organization) of
 (address) and
 (name of company / organization) of
 (address) (the Parties) and
 (name) of
 (address) (the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated and known as and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____
 Name: _____
 who warrants that he / she is duly
 authorized to sign for and on
 behalf of the first Party in the
 presence of

SIGNED by: _____
 Name: _____
 who warrants that he / she is duly
 authorized to sign for and behalf
 of the second Party in the
 presence of

SIGNED by: _____
 Name: _____
 the Adjudicator in the presence of

Witness
 Name: _____
 Address: _____

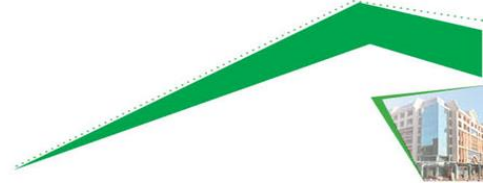
Witness:
 Name: _____
 Address: _____

Witness:
 Name: _____
 Address: _____

Date: _____

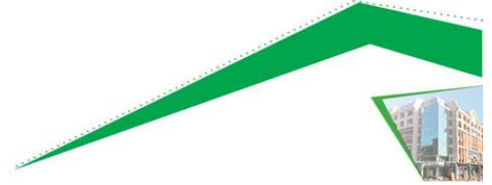
Date: _____

Date: _____



Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. € Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. € Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. This fee shall become payable in equal amounts by each Party within days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due in 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

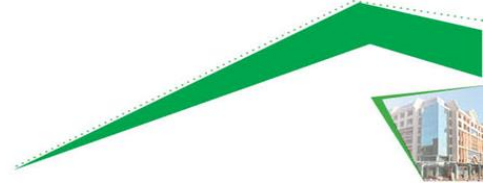


CONSTRUCTION HEALTH AND SAFETY

**AWARDED TENDERER TO COMPLY WITH ALL OCCUPATIONAL
HEALTH AND SAFETY REQUIREMENTS**



EPWP SPECIFICATION
AWARDED TENDERER WILL BE REQUIRED TO ADHERE TO ALL EPWP
SPECIFICATIONS AND REQUIREMENTS.
FOR FULL SPECIFICATIONS AND REQUIREMENTS VISIT
www.epwp.gov.za



PART C3 SCOPE OF WORK (TERMS OF REFERENCE)



SCOPE OF WORK (TERMS OF REFERENCE)

All prospective tenders are to note that installation air-conditioning equipment that must conform to the standards.

All traders, damaged whether by fault of the lift or while installation or removal the air condition will be the responsibility of the successful tenderer to make good to match exiting trades.

The contractor shall undertake the new installation of air conditioning services as detailed below and in accordance with all the relevant specifications.

The installation work shall be executed in accordance with all the relevant codes of practices, statutory regulation, standard, regulation, municipal laws and by-laws and manufacturer's specifications and codes of practice

Air Conditioning

Scheduled and reactive Maintenance and new Installations of HVAC System

The Contractor shall supply and install the new air-condition that need to be replaced and remove the old ones. Service the existing plant.

Redundant Equipment

All defective air conditioning that been replaced are to be considered redundant and are to be removed from the site by contractor and handed to Public Works

All the work carried out under the contract will be measured as executed, and priced at the rates contained therein, or based on, the priced schedule of quantities. The individually priced items in the schedule will be adjusted on merit on a basis to be agreed prior to the signing of the contract if required

1.1 EMPLOYERS OBJECTIVES

To install air conditioning for the building to perform efficiently

1.2 OVERVIEW OF THE WORKS

Mechanical term contract for government buildings in Bhisho /EL and KWT (maintenance of air condition and refrigeration for a period of 24 months)

1.3 EXTENT OF THE WORKS

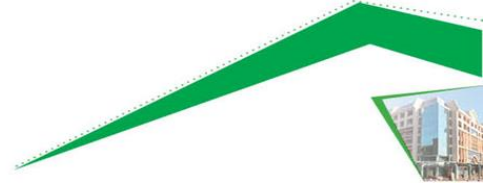
The installation of air conditioning to be performed and executed shall include, but not be limited to, all the items listed in the schedules below under each heading. These actions and findings shall be logged and be reported to the department for assessment as to be carried out under provisional funding.

1.4 LOCATION OF THE WORKS

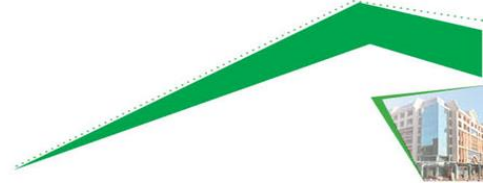
Bhisho, King Williams Town and East London

1.5 TEMPORARY WORKS

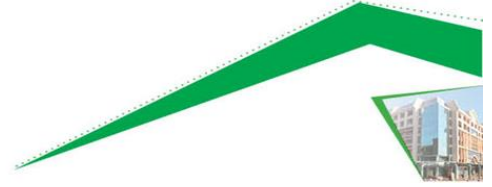
All temporary work to comply with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations



PART C2: PRICING DATA



PART C2.1 PRICING INSTRUCTIONS

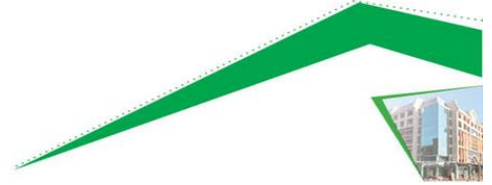


PART C 2.2: BILLS OF QUANTITIES



BILL NO 1 PRELIMINARIES AND GENERAL

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.1.0	SCHEDULE1: PRELIMINARY & GENERAL				
1.1.1	FIXED-CHARGE ITEMS				
	Contractual Requirements	Sum			
	Appoint DAIKIN agent to conduct diagnostic assessment	Each	2		
	Remove Contractor's site establishment on completion or interim de-establishment (only on written instruction of Project Manager)	Sum			
				SUB-TOTAL (Carry to the next page)	

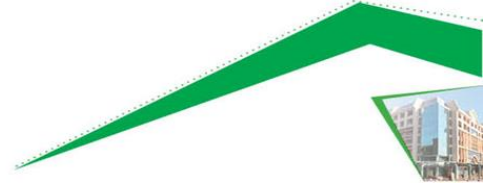


BILL NO 1 PRELIMINARIES AND GENERAL (Cont.....)

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.2.0	TIME-RELATED ITEMS				
1.2.1	Contractual Requirements	Month	24		
1.2.2	Operate and maintain facilities on Site	Month	24		
1.2.3	Facilities for Contractor for duration of service				
	a) Offices and storage sheds	Month	24		
	b) Workshops	Month	24		
	c) Living accommodation	Month	24		
	d) Ablution and latrine facilities	Month	24		
	e) Water Supplies, electric power and communication	Month	24		
1.2.3	Supervision	Month	24		
1.2.4	Company and head office overhead cost	Month	24		
1.2.5	Other time-related obligations	Month	24		
1.2.6	Overheads, mark-up, charges and profit in respect of obtaining, coordinating and supervision of a specialist subcontractor for specialised activities to be executed under this programme.	Sum	%		
	.			SUB TOTAL 1 (Carry to final summary)	



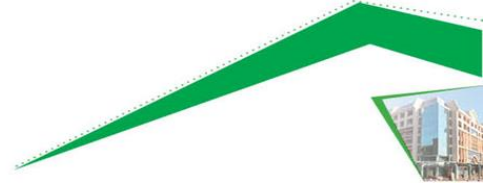
BILL NO 2 HEALTH AND SAFETY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2,1	Preparation of the Contractor's site specific Health and Safety Plan	Lump sum	1		
2,2	Principal Contractor's initial obligation in respect of the Occupational Health and Safety Act and Construction Regulations	Lump sum	1		
2,3	Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	month	24		
2,4	Provision of Personal Protective Equipment(PPE)				
	(a) Reflective vests	No	10		
	(b) Hard hats	No	4		
	(c) Protective foot wear	Pairs	10		
	(d) Earplugs	No	20		
	(e) Dust masks	No	20		
	(f) Gloves	Pairs	20		
	(g) High visibility overalls to SARTSM Chapter 13 Level 3	No	10		
	(h) Ear Defenders SABS approved	No	20		
2,5	Cost of medical certificates and medical surveillance				
	(a) Initial (baseline) medical examinations	No	10		
	(b) Periodic and exit examinations	No	10		
	Provision of First Aid Boxes to GSR requirements	No	2		
	(c) Contractor's charges to allow for handling costs and profit in respect of sub items C.06 (a) and (b)	Item			
2,6	Induction training	No	2		
				SUB TOTAL 2 (Carry to final summary)	



BILL NO. 3 SCHEDULE OF RATES FOR AIR CONDITIONING, REFRIDGERATION AND MAINTENANCE:

3. NEW UNITS: Labour, transportation and all accessories needed to be included in the schedule of rates for all new air condition installations (ALL INVERTER UNITS)

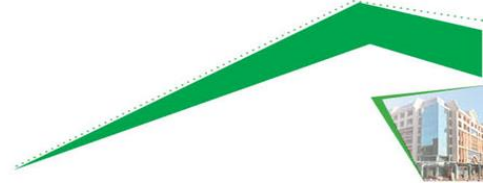
	CAPACITY	TYPE	QTY	RATE	AMOUNT
3,1	9 000 btu R410A	M / Wall Split	5		
3,2	12 000 btu R410A	M / Wall Split	30		
3,3	15 000 btu R410A reverse cycle	Console units	10		
3,4	18000btu R410A	M / Wall Split	8		
3,5	22000btu R410A	M / Wall Split	2		
3,6	36000btu R410A	M / Wall Split	2		
3,7	43000btu R410A	M / Wall Split	4		
3,8	48000btu 14kw R410A inverter	Cassette	2		
3,9	36000btu 11kw R410A inverter	Cassette	2		
3,10	48000btu 14kw R410A inverter	Under ceiling	2		
				SUB TOTAL 3 (Carry to final summary)	



Bill No. 4. Service the following units including all accessories (Labour, chemical coil cleaner, re-gas, etc.)					
ITEM	Description	Type	QTY	RATE	AMOUNT
4.1	Carry out services to split type unit, under ceiling and cassettes from 9000 to 60000 including chemical coil cleaner	each	500		
4.2	Daikin VRV III/IV Outdoor units	each	40		
4.3	Daikin VRV III/ IV-indoor cassettes	each	80		
4.4	Console units	each	40		
				SUB TOTAL 4 (Carry to final summary)	



5. MAJOR SERVICE ON THE FOLLOWING BUILDINGS PLANT AND EQUIPMENT:(LABOUR AND SUNDRIES)					
BUILDING	ROOM NAME	CAPACITY	TYPE	QTY	Amount
Pick and Pay Building					
5.1	First Floor Plant Room	160KW Cooling	Aircooled Package Unit HPI TRP160	1	
5.2	Roof Top Unit	120KW Cooling	Aircooled Package Unit HPI TRP120	1	
5.3	Condensor Ventilation Fans	7.5KW(x2)	Axial Encased Fans	2	
5.4	Smoke Extract Fans	7.5KW(x2)	Axial Encased Fans	2	
5.5	Electrical Control Panel		Electrical	3	
5.6	Remote Controls and Sensors		Johnson Controls	2	
5.7	Local Controls JohnsonControls/ Digital		Johnson Controls	1	
Supply & Install the following components					
	Description				
5.8	Jonson control Sytem	each	Digital	1	
5.9	Smoke Extract Fans	7.5KW(x2)	Axial Encased Fans	1	
5.10	Condensor Ventilation Fans	7.5KW(x2)	Axial Encased Fans	1	
5.11	V-belts			4	
Phalo House Service					
5.12	Ducted System 1	AHU1-44KW	Daikin FDY 15KAY1	4	
5.13	Ducted System 2	AHU2-54KW	Daikin FDY20KAY1	4	
				TOTAL 5 (Carry to final summary)	



6. MISCELLANEOUS ITEMS:					
Supply and install following items					
NO	ITEM	UNIT	QTY	RATE	AMOUNT
6.1	Supply and install Daikin VRV III fan motor	each	4		
6.2	Supply and install Daikin VRV IV fan motor	each	4		
6.3.	Replacement of condensate pumps for mid wall split, under ceiling and cassette units	each	40		
6.4	Replacement of Defy 13000btu console wall unit electronic controllers	each	20		
6.5	Replacement of York 15000btu electronic controllers	each	10		
6.6	Replacement of TC L 12 000 to 24 000 btu unit electronic controllers	each	10		
6.7	Replacement of electronic controllers for under ceiling and cassette units from 24 000 to 48 000 btu units	each	10		
6.8	Replacement of aluminum grilles to match existing and fixed on hard wood frame, size approximately 450 mm x 650 mm	each	10		
6.9	Replacement of curtain wall controllers wiring harness	each	5		
6.10	Replacement of Daikin PCB. SEB0798	each	3		
6.11	Replacement of VRV inverter pc board PC1135-1 (B)	each	4		
6.12	Daikin Printed circuit Assy SEB0664(D)	each	3		
6.13	Daikin Compressor Assy (301338P)	each	2		
6.14	Daikin Compressor - JT1GCVDKYR@BA- JT1GCVDK1YR@BA INV(2,20KW)	each	2		
TOTAL 6 (Carry to the next page)					

6. MISCELLANEOUS ITEMS: continues Supply and install following items					
 Province of the EASTERN CAPE PUBLIC WORKS & INFRASTRUCTURE					
NO	ITEM	UNIT	QTY	RATE	AMOUNT
6.15	Daikin Heat Exchanger Assy (302198P)	each	2		
6.16	Daikin PCB COMP. Noise Filter FN354-H-1	each	3		
6.17	Replacement of indoor pc board for Alliance, TLC, daikin, LG,	each	10		
6.18	Daikin Inverter PCB Assy PC0904-21(A)	each	5		
6.19	R22 Refrigerant Gas	per 13.6 kg container	20		
6.20	R410A Refrigerant gas	per 13.6 kg container	20		
6.21	Oxy & Acetylene Porta Pack	each	3		
6.22	P 2000 trunking per meter	per meter	30		
6.23	Replacement of Chiller plant vapour proof water pressure switch / Flow switch	each	5		
6.24	Replacement of Chiller plant condensing pump, 7.5kw Type ETA 65-315 Impeller Dia 285mm	each	1		
6.25	Servicing of Chiller plant condensing pump, 7.5kw Type ETA 65-315 Impeller Dia 285mm	each	1		
6.26	Chiller Plant cooling tower chemicals-Nitric Acid Solution	per 25ltr container	2		
6.27	Replacement of 600x600cm washable air filters	each	60		
6.28	Replacement of V Belts no 2240	match set of 3	5		
6.29	AC Wall Brackets 650mm	each	5		
6.30	Replacement of 24volt relays	each	1		
6.31	Replacement of 220 volt relays	each	1		
				TOTAL 6 (Carry to the next page)	

6. MISCELLANEOUS ITEMS: continues Supply and install following items					
 Province of the EASTERN CAPE PUBLIC WORKS & INFRASTRUCTURE					
NO	ITEM	UNIT	QTY	RATE	AMOUNT
6.32	Penlight AAA batteries	each	150		
6.33	Universal remote for mid wall split type units	each	10		
6.34	Trunking 60 x 80mm x 2m lengths (white)	each	100		
6.35	Trunking 60 x 80mm outer bends (White)	each	100		
6.36	Trunking endcap (White)	each	500		
6.37	20mm Conduit (white) 4m	each	500		
6.38	20mm Bends	each	500		
6.39	60 mf Capacitors	each	20		
6.40	50 mf Capacitors	each	50		
6.41	30 mf Capacitors	each	50		
6.42	400v Over/under speed voltage relay	each	2		
6.43	24v multi range relay	each	2		
6.44	Adaptor 1/4x1/2	each	3		
6.45	Adaptor 1/4x1/2	each	3		
6.46	1/2" Bi-Flow Drier	each	3		
6.47	220v star delta timer	each	2		
6.48	10.3x38 cylinder 5A fuse	each	12		
6.49	10.3x38 cylinder 16A fuse	each	12		
				TOTAL 6 (Carry to the next page)	

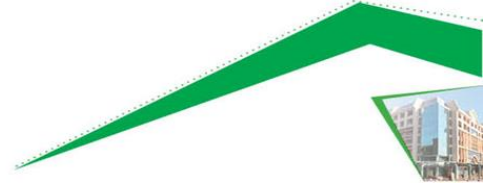
6. MISCELLANEOUS ITEMS: continues Supply and install following items  Province of the EASTERN CAPE PUBLIC WORKS & INFRASTRUCTURE					
NO	ITEM	UNIT	QTY	RATE	AMOUNT
6.50	14x51 cylinder 25A fuse	each	12		
6.51	14x51 cylinder 32A fuse	each	12		
6.52	1/4" 6.35mm Copper piping	15.24 meter roll	20		
6.53	3/8" 9.35mm Copper piping	15.24 meter roll	20		
6.54	1/2" 12.7mm Copper piping	15.24 meter roll	20		
6.55	3/4" 19.05mm Copper piping	15.24 meter roll	5		
6.56	1/4" 6.35mm Copper piping insulation	15.24 meter roll	20		
6.57	3/8" 9.35mm Copper piping insulation	15.24 meter roll	20		
6.58	1/2" 12.7mm Copper piping insulation	15.24 meter roll	20		
6.59	3/4" 19.05mm Copper piping insulation	15.24 meter roll	20		
6.50	14x51 cylinder 25A fuse	each	12		
				TOTAL 6 carry	
				SUB-TOTAL 6 (Carry to final summary)	



7. Heat Pump R 410A INVERTER MIDWALL SPLIT UNITS SUPPLY AND INSTALL THE FOLLOWING COMPRESSORS WHEN NECESSARY:					
Item No	Capacity	PER/UNIT	QTY	RATE	AMOUNT
7.5	12000	each	4		
7.6	18000	each	4		
7.7	24000	each	4		
7.8	30 000	each	4		
Heat Pump R 410A INVERTER UNDER CEILING UNITS SUPPLY AND INSTALL THE FOLLOWING COMPRESSORS WHEN NECESSARY:					
7.9	36000	each	2		
7.10	48000	each	2		
VRV IV R410: SUPPLY & INSTALL COMPRESSORS WHEN NECESSARY					
7.11	48000	each	2		
7.12	60000	each	2		
7.13	48000	each	2		
7.14	60000	each	2		
				SUB TOTAL 7 (Carry to the final summary)	

8. TRANSPORT RATES:					
Item No	Capacity	PER/UNIT	QTY	RATE	AMOUNT
8.1	Transport cost per kilo - 12 000 kilos	AA rate for LDV vehicle	12000		
	SUB TOTAL 8 (Carry to final summary)				

9 LABOUR RATES:				
Item No	Capacity	QTY	RATE	AMOUNT
9.1	1 X Skilled labour per hour x 2000	2000		
9.2	1 X Semi Skilled Labour per hour x 2000	2000		
			SUB TOTAL 9 (Carry to final summary)	



10. FINAL SUMMARY			
NO	ITEM		AMOUNT
1	SUB TOTAL 1		
2	SUB TOTAL 2		
3	SUB TOTAL 3		
4	SUB TOTAL 4		
5	SUB TOTAL 5		
6	SUB TOTAL 6		
7	SUB TOTAL 7		
8	SUB TOTAL 8		
9	SUB TOTAL 9		
	SUB TOTAL		
Allow the sum of R156, 000.00 (One Hundred and fifty six thousand rand) for Development and Training of one (1) graduate students on Mechanical discipline to be remunerated an amount of R 6500.00 per person per month.			156 000.00
Allow the sum of R100, 000.00 (Hundred Thousand Rand) for Contingencies to be adjusted as required.			100 000.00
Allow the sum of R250, 000.00 (Two Hundred and Fifty Thousand Rand) for Escalation to be adjusted as required.			250 000.00
Nett Amount			
Vat @ 15 %			
Grandtotal Carried to the Form of Offer			
NB: FOR ITEMS THAT ARE NOT IN THE BOQ, CONTRACTOR WILL SUBMIT QUOTATION FROM THE SUPPLIER AND PAID 10% MARK-UP			