



## TENDER

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### TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN JOE GQABI REGION FOR A PERIOD OF TWO (2) YEARS.

**SCMU5-23/24-0063**

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NAME OF COMPANY:

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CSD Nr:

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CRS Nr (CIDB):

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CLOSING DATE: 24 August 2023

TIME: 11:00 am



Department of Public Works and Infrastructure  
Independence Avenue  
Qhasana Building  
Bhisho  
5605



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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 Public Works and Infrastructure Invites Contractors with a CIDB Grading of **4ME or Higher** in the following Class of works (**ME**). Bids for **TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN JOE GQABI REGION FOR A PERIOD OF TWO YEARS SCMU5-23/24-0063**

The contract will be based on the **NEC3 TERM SERVICE CONTRACT: APRIL 2013** the Eastern Cape Department of Public Works and Infrastructure will enter into a contract with the successful Bidder.

Bid documents are downloadable free of charge from Eastern Cape Department of Public Works and Infrastructure website ([www.ecdpw.gov.za/tenders](http://www.ecdpw.gov.za/tenders)) or from National Treasury's tender portal (<http://www.etender.gov.za/content/advertised-tenders>). Bid documents will be available on **21 JULY 2023**. No bid documents will be available at departmental offices.

It is the responsibility of the bidder/s to ensure that bid documents are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Bidders 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 and not delivered to Departmental officials. The Department will not accept responsibility if Bids received by official if they are not timely deposited in the Bid Box. Bids may only be submitted on the BID documentation that is issued. Requirements for sealing, addressing, delivery, opening and assessment of Bids are stated in the BID Data.

### **B. BID SUBMISSIONS:**

The closing time for receipt of tenders by the ECDPWI is 11:00am on **24 August 2023**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked "**SCMU5-23/24-0063 TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN JOE GQABI REGION FOR A PERIOD OF TWO YEARS**" must be deposited in the Bid box at EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE  
QHASANA BUILDING  
PRIVATE BAG X 0022  
BHISHO

### **C. BID EVALUATION:**

**This Bid will be Evaluated in Two (2) Phases as follows:**

**Phase One:** Compliance, responsiveness to the bid rules and conditions, thereafter they will be evaluated on PPPFA.

**Phase Two:** Bidders passing all stages above will thereafter be evaluated on PPR2022.



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

Maximum points on price	-	<b>80 points</b>
Maximum points for Specific Goals	-	<b>20 points</b>
Maximum points	-	<b>100 points</b>

**C. BID SPECIFICATIONS, CONDIT**

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

**D. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:**

- **SCM RELATED ENQUIRIES**
- Email Address: [supply.chain@ecdpw.gov.za](mailto:supply.chain@ecdpw.gov.za)

**TECHNICAL ENQUIRIES**

Ms. S. Sohuma  
Tel No.: 071 461 0719  
Email Address: [siwelele.sohuma@ecdpw.gov.za](mailto:siwelele.sohuma@ecdpw.gov.za)

**FOR COMPLAINTS, FRAUD, & BID ABUSE:**

**Call: 0800 701 701**



## PART T1.2 TENDER DATA





## T1.2 Tender Data

The conditions of BID are the latest edition of SANS 10845-3, *Standard conditions of BID*. SANS 10845-3 makes several references to the BID Data for details that apply specifically to this BID. The BID 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 F of Standard for Uniformity in Construction Procurement (Board Notice 136 Government Gazette No 38960 of 10 July 2015)**, Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	BID Data
3.1	The Employer is Public Works and Infrastructure - Eastern Cape
3.2	<p>The BID documents issued by the employer comprise the following documents:</p> <p><b>THE BID</b></p> <p><b>Part T1: Bidding procedures</b></p> <p>T1.1 - BID notice and invitation to BID</p> <p>T1.2 - BID data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Performance Bond</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing assumptions</p> <p>C2.2 - Bill of Quantities</p> <p><b>Part C3: Scope of work</b></p> <p>C3 - Scope of work</p> <p><b>Part C4: Site information</b></p> <p>C4 - Site information</p>
3.3	The bid documents issued by the employer comprise the documents listed on the contents page
3.4	<p>The employer's agent is:</p> <p>Name: Siwelele Sohuma</p> <p>Department of Public Works &amp; Infrastructure</p> <p><b>Bensonvale Office Complex</b></p> <p><b>Block F</b></p> <p><b>Sterkspruit</b></p> <p><b>9762</b></p> <p><b>Tel: 051 611 9800/071 461 0719</b></p> <p><b>E-mail: <a href="mailto:Siwelele.sohuma@ecdpc.gov.za">Siwelele.sohuma@ecdpc.gov.za</a></b></p>
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 procedure shall be applied.
<b>4</b>	<b>Bidders' obligations</b>
4.1	Only those bidders who satisfy the following eligibility criteria and who provide the required evidence in their bid submissions are eligible to submit bids and have their bids evaluated:



4.1.1	<p>The following Bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their Bids evaluated:</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum bid, 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 construction work; and</p> <p>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation CIDB Grade <b>4ME or Higher</b> in terms of a) above and who satisfy the following criteria:</p> <p>1 A contractor that is potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts; and</p> <p>2) whom the employer agrees that they will provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.</p> <p>Joint ventures are eligible to submit Bids provided that:</p> <p>1. every member of the joint venture is registered with the CIDB;</p> <p>2. the lead partner has a contractor grading designation in the CIDB Grade 3ME or Higher class of construction work; and</p> <p>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 bid for a CIDB Grade <b>4ME or Higher</b> class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations.</p> <p>4. Joint Venture Agreement to be attached</p>
4.2	<p>The employer will compensate the BID as follows <b>as per the conditions of the NEC3 contract</b>.</p> <p>The employer <b>will not</b> compensate the Bidder for any costs incurred in attending interviews or making any submissions in the office of the employer.</p>
4.3	<p>It is the responsibility of the Bidder to check the BID documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
4.4	<p><b>Confidentiality and copyright of documents</b></p> <p>Treat as confidential all matters arising in connection with the BID. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a BID offer in response to the invitation.</p>
4.5	<p>Obtain, as necessary for submitting a BID offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the BID documents by reference.</p>
4.6	<p>Acknowledge receipt of addenda to the BID documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the BID data, in order to take the addenda into account.</p>
4.7	<p><b>Seek clarification</b></p> <p><i>Request clarification of the BID documents, if necessary, by notifying the employer at least <b>7 (Seven) working days before the closing time stated in the BID data</b>.</i></p>
4.8	<p>Bidders are required to state the rates and currencies in Rands.</p> <p>Include in the rates, prices, and the bid 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 Bidder, that are applicable 14 days before the closing time stated in the BID data. Show the VAT payable by the employer separately as an addition to the bid 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.</p> <p>State the rates and prices in monetary value of the contract unless otherwise instructed in the BID data.</p>
4.9	<p>Do not make any alterations or additions to the BID documents, except to comply with instructions issued by the employer or to correct errors made by the Bidder and ensure that all signatories to the BID offer initial all such alterations.</p> <p>Do not make erasures using masking fluid.</p>



4.10	Main BID offers are not required to be submitted together with alternative Bids.
4.11	No alternative BID offers will be considered
4.11.1	Parts of each BID offer communicated on paper shall be submitted as an original. Submit a) the parts of the BID offer communicated on paper as an original plus the number of copies stated in the BID 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 BID.
4.11.2	Sign the original and all copies of the BID offer where required in terms of the BID data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the BID offer. NOTE The employer holds all authorized signatories liable on behalf of the Bidder.
4.11.3	A BID security in the amount of <b>N/A</b> is required and shall remain valid for a period not exceeding <b>N/A</b> days after the closing date for BID offers. The form of the BID security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.11.4	The employer's details and address for delivery of bid offers and identification details that are to be shown on each bid offer package are: <b>Physical address:</b> EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE QHASANA BUILDING PRIVATE BAG X 0022 BHISHO <b>Identification details:</b> SCMU5-23/24-0063, TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN JOE GQABI REGION FOR A PERIOD OF TWO YEARS <b>Closing time and date:</b> 24 August 2023 at 11:00
4.12.1	The Bidder is required to submit with his BID the following certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. <i>In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services.</i> 2) CIDB Grading certificate or CRS number.
4.12.2	A two-envelope procedure will not be required.
4.12.3	Telephonic, telegraphic, telex, facsimile or e-mailed BID offers will not be accepted. The Bidder accepts that the employer does not assume any responsibility for the misplacement or premature opening of the BID offer if the outer package is not sealed and marked as stated.
4.13	The closing time for submission of BID offers is as stated in the BID Notice and Invitation to BID. Ensure that the employer receives the BID offer at the address specified in the BID data not later than the closing time stated in the BID data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the BID data for any reason, the requirements of the standard conditions of BID in this part of SANS 10845 apply equally to the extended deadline.
4.14.1	The BID offer validity period is <b>120 days</b> . Hold the BID offer(s) valid for acceptance by the employer at any time during the validity period stated in the BID data after the closing time stated in the BID data. If requested by the employer, consider extending the validity period stated in the BID data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the BID security, if any, to cover any agreed extension requested by the employer.
4.14.2	<b>Placing of contractors under restrictions / withdrawal of Bids</b> If any Bidder who has submitted a BID offer or a contractor who has concluded a contract has, as relevant: withdrawn such BID or quotation after the advertised closing date and



	<p>time for the receipt of submissions; after having been notified of the acceptance of his BID, 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 Bidder/s may be placed under restriction from Bidding with the state.</p> <p>Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested Bidder.</p>
4.15	<p>The Conditions of Contract are clauses of the <b>NEC3 TERM SERVICE CONTRACT: APRIL 2013</b>. <i>Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</i></p>
4.16	<p>the preferred Bidder 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</p>
<b>5</b>	<b>Employer's undertakings</b>
5.1	<p>The Employer will respond to requests for clarification received up to <b>Seven (7)</b> working days before the BID closing time.</p> <p>If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the BID data, grant such extension and notify all respondents accordingly.</p>
5.2	<p>The employer shall issue addenda until <b>Five (5)</b> working days before BID closing time.</p>
5.3	<p>Bids will be opened immediately after the closing time for Bids at <b>11:00am</b></p>
5.4	<p>Do not disclose to Bidders, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of BID offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Bidder.</p>
5.5	<p>The Eastern Cape Department Public Works and Infrastructure Invites Contractors with a CIDB Grading of Grade <b>4ME or Higher</b> in the following Class of works (<b>ME</b>).</p>
5.6	<p>Determine, after opening and before detailed evaluation, whether each BID offer that was properly received</p> <ul style="list-style-type: none"> <li>a) complies with the requirements of the standard conditions of BID in this part of SANS 10845,</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the BID documents.</li> </ul> <p>A responsive BID is one that conforms to all the terms, conditions, and scope of work of the BID documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would</p> <ul style="list-style-type: none"> <li>d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,</li> <li>e) significantly change the employer's or the Bidder's risks and responsibilities under the contract, or</li> <li>f) affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified.</li> </ul> <p>Reject a non-responsive BID offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
5.7	<p><b>Arithmetical errors, omission and discrepancies</b></p> <p>Check responsive Bids 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.</p> <p>For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.</p>
5.7.1	<p>The financial offer will be reduced to a comparative basis using the BID Assessment Schedule.</p>



	<p>Table F.1: Formulae for calculating the value of A</p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1<sup>a</sup></th><th>Option 2<sup>a</sup></th></tr><tr><td>1</td><td>Highest price or discount</td><td><math>A = \left(1 + \frac{(P - P_m)}{P_m}\right)</math></td><td><math>A = P / P_m</math></td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td><math>A = \left(1 - \frac{(P - P_m)}{P_m}\right)</math></td><td><math>A = P_m / P</math></td></tr><tr><td>a</td><td colspan="3"><math>P_m</math> is the comparative offer of the most favourable comparative offer. <math>P</math> is the comparative offer of the tender offer under consideration.</td></tr></table>	Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>	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.		
Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>														
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.																
5.7.2	<p>The procedure for the evaluation of responsive Bids is <b>Method 2:</b> <b>Phase 1: Administrative requirements and Mandatory requirements</b> <b>Phase 2: Price and preference (80/20 system)</b></p>																
5.7.3	<p><b><u>STAGE 1: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</u></b></p> <p><b>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:</b></p> <ol style="list-style-type: none"><li>1. Bid Document (This Document must be submitted in its original format)</li><li>2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.</li><li>3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. The status on CIDB must be active. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).</li><li>4. Bidders must be a legal entity or partnership or consortia.</li><li>5. Form of offer and Acceptance (fully completed and signed).</li><li>6. SBD 4- Declaration of Interest (fully completed and signed). <b>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.</b></li><li>7. Incomplete or unsigned or poorly completed forms <b>SBD 4 will lead to a bidder being declared non-responsive.</b></li><li>8. Compulsory Enterprise Questionnaire (Completed and signed) (JV partners must complete separate Questionnaire forms and submit).</li><li>9. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered.</li><li>10. If the Bid Sum (amount in words) differs from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern.</li><li>11. Resolution to Sign (must be completed, if applicable).</li><li>12. Declaration of Employees of the State or other State Institutions.</li><li>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.</li><li>14. Attendance of compulsory briefing meeting (if applicable)</li><li>15. <b>Air-conditioning and refrigeration Certificates for personnel who will undertake the air-conditioning works, from the authorized training institution.</b></li></ol> <p><b>Other Conditions of bid (Non eliminating unless expressly mentioned in the document):</b></p> <ol style="list-style-type: none"><li>1. The bidder must be registered on the Central Supplier Database (CSD) prior the award</li><li>2. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD. In cases where bidder's status found non-compliant the bidder will be granted 7 days to correct status. <b>A bidder that fails to rectify its tax matters with SARS will declared non-responsive.</b></li><li>3. The bidder has duly completed and signed the <b>SBD 1</b>, and <b>SBD 6.1</b>.</li></ol>																





4. Bidders need to complete and sign **SBD 6.1** to claim points for specific goals. **Failure will lead in non-awarding of points for specific goals.**
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. DPWI Policy applies.
12. Protection of personal information: Consent (POPIA)
13. 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. **NEC3 TERM SERVICE CONTRACT: APRIL 2013**)

**STAGE 2: EVALUATION POINTS ON PRICE AND PREFERENTIAL PROCUREMENT REGULATIONS OF 2022**

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 Specific Goals/ PPR2022

Criteria	Points
<b>POINTS ON PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>TOTAL</b>	<b>100</b>

**The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:**

(a) The following formula must be used to calculate the points for price in respect of Bids (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:

$$A = (1 - \frac{P - P_m}{P_m})$$

P<sub>m</sub>

The value of value of W<sub>1</sub> is:

- 1) 90 where the financial value inclusive of VAT of all responsive Bids received have a value in excess of R50 000 000 or
- 2) 80 where the financial value inclusive of VAT of one or more responsive BID offers have a value that equals or is less than R 50 000 000.

5.7.5 The procedure for the evaluation of responsive tenders is **Method 2** (price and preference)

5.7.6 The quality criteria and maximum score in respect of each of the criteria are as follows: **N/A**



5.7.7	Each evaluation criteria will be assessed in terms of five indicators – <b>N/A</b>
5.8	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: <b>N/A</b>
5.8.1	a) Adhere to EPWP specifications
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
T.2.1	<b>List of returnable documents</b>
1	<p><b>Documentation to demonstrate eligibility to have Bids evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</b></p> <ul style="list-style-type: none"> <li>• Appropriate CIDB grading suitable for the works (as stated in 4.1).</li> <li>• The Attach a list of past projects (stating the name, amount, client name, project manager, duration, completion date) – reachable references.</li> </ul>
2	<p><b>Returnable Schedules required for BID evaluation purposes</b></p> <p>The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> <li>• Record of Addenda to Tender Documents</li> <li>• Proposed amendments and qualifications</li> <li>• Compulsory Enterprise Questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).</li> <li>• SBD 1, 4, 6.1,</li> <li>• Protection of personal content: Consent</li> <li>• Form of Offer and Acceptance</li> <li>• Complete priced Bills of Quantities, including Final Summary</li> <li>• Certificate of Authority for Joint Ventures</li> </ul>
3	<p><b>Other documents required for BID evaluation purposes</b></p> <p>The tenderer must provide the following returnable documents:</p> <ul style="list-style-type: none"> <li>• A CSD Report for a contractor with valid and correct information.</li> <li>• 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)</li> </ul>
4	<p><b>Returnable Schedules that will be used for BID evaluation purposes and be incorporated into the contract</b></p> <p>The Bidder must complete the following returnable documents:</p> <ul style="list-style-type: none"> <li>• A duly completed form of Offer and Acceptance (and any revision of prices if there are any).</li> </ul>
5	<p>Only authorized signatories may sign the original and all copies of the BID offer where required.</p> <ul style="list-style-type: none"> <li>• In the case of a ONE-PERSON CONCERN submitting a BID, this shall be clearly stated.</li> <li>• In the case of a <b>COMPANY</b> submitting a BID, include a copy of a <b>resolution by its board of directors</b> authorizing a director or other official of the company to sign the documents on behalf of the company.</li> <li>• In the case of a <b>CLOSE CORPORATION</b> submitting a BID, include a copy of a <b>resolution by its members</b> authorizing a member or other official of the corporation to sign the documents on each member's behalf.</li> <li>• In the case of a <b>PARTNERSHIP</b> submitting a BID, <b>all the partners</b> 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 <b>proof of such authorization</b> shall be included in the BID.</li> <li>• In the case of a <b>JOINT VENTURE/CONSORTIUM</b> submitting a BID, include a <b>resolution of each company</b> of the joint venture together with a <b>resolution by its members</b> authorizing a member of the joint venture to sign the documents on behalf of the joint venture.</li> </ul>

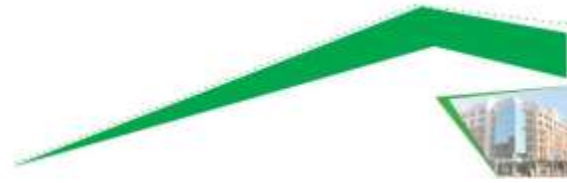


	<b><u>Accept that failure to submit proof of authorization to sign the BID shall result in the BID offer being regarded as non-responsive.</u></b>
6	<b>Information and data to be completed in all respects</b> Accept that BID offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as nonresponsive.
7	<b>Canvassing and obtaining of additional information by Bidders</b> The Bidder 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 bid, after the opening of the bids but prior to the Employer arriving at a decision thereon. The Bidder shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of bids.
8	<b>Prohibitions on awards to persons in service of the state</b> The Employer is prohibited to award a bid to a person - a) who is in the service of the state; or b) 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 c) a person who is an advisor or consultant contracted with the Department or municipal entity.  <b>In the service of the state</b> means to be - a) a member of:- a any municipal council; b any provincial legislature; or c the National Assembly or the National Council of Provinces;  d) a member of the board of directors of any municipal entity; e) an official of any Department or municipal entity; f) an employee of any national or provincial department; g) 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 a provincial legislature.  In order to give effect to the above, the questionnaire for the declaration of interests in the BID of persons in service of state in part T2 of this procurement document must be completed.
9	<b>Awards to close family members of persons in the service of the state</b>  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 BID of persons in service of state in part T2 of this procurement document must be completed.
10	<b>Respond to requests from the Bidder</b> The employer will respond to requests for clarification up to <b>7 (Seven) working days</b> before the BID closing time.
11	<b>Opening of BID submissions</b> Bids will be opened immediately after the closing time for Bids





12	<b>Scoring quality / functionality:</b> N/A
13	<p><b>Cancellation and re-invitation of Bids</b> An organ of state may, prior to the award of the BID, cancel the BID if-</p> <ul style="list-style-type: none"> <li>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</li> <li>(b) funds are no longer available to cover the total envisaged expenditure; or</li> <li>(c) no acceptable Bids are received.</li> <li>(d) BID validity period has expired.</li> <li>(e) Gross irregularities in the BID process and/or BID documents.</li> </ul> <p>Where applicable, the decision to cancel the BID will be published in the CIDB website and in the BID Bulletin or the media in which the original BID invitation as advertised.</p>
14	Dispute resolution mechanism will be done through the <b>Adjudication</b> route.
15	<p>The department must when acting against the Bidder or person awarded the contract on a fraudulent basis, consider the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations 2017 do not prevent an institution from instituting remedies arising from any other prescripts or contract.</p>
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 <b>cidb</b> for investigation as a breach of the <b>cidb Code of Conduct</b> in terms of the <b>cidb Regulations</b> ; 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.
17	The duration of the contract shall be twenty-four (24) months from the commencement date.



## **PART T2**

### **RETURNABLE DOCUMENTS**



## **PART 2.1 LIST OF RETURNABLE DOCUMENTS**



## PT2.1 List of Returnable Documents

The Bidder must complete the following returnable documents:

### 1 Returnable Schedules required for quotation evaluation purposes

- Compulsory enterprise questionnaire
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the BID/ quotation is submitted by a joint venture)

### 2 Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Final Summary and Bills of Quantities
- SBD 1,4,6.1 and Compulsory Declarations forms
- Project References – at least 1 (if applicable)
- Record of projects: past

### 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 (where applicable)
- Schedule of Plant and Equipment\*(where applicable)
- Record of projects: current on bid (where applicable).
- Sub contract agreement (where applicable)

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE</b>					
BID NUMBER:	<b>SCMU5-23/24-0063</b>		CLOSING DATE:	<b>24 August 2023</b>	CLOSING TIME: 11:00
DESCRIPTION:	<b>TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN JOE GQABI REGION FOR A PERIOD OF TWO YEARS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>					
DEPARTMENT OF PUBLIC WORKS INFRASTRUCTURE, STERKSPRUIT, BENSONVALLE OFFICE COMPLEX, BLOCK F BUILDING, LABELLED "TENDERS", BHISHO.					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON	<b>Siwelele Sohuma</b>	
TELEPHONE NUMBER			TELEPHONE NUMBER	<b>(087) 362 9960</b>	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:supply.chain@ecdpw.gov.za">supply.chain@ecdpw.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:siwelele.sohuma@ecdpw.gov.za">siwelele.sohuma@ecdpw.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
(a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		a) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>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.</b>					



## PART B

### TERMS AND CONDITIONS FOR BIDDING

<p><b>1. BID SUBMISSION:</b></p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE NEC CONTRACT (NEC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<p><b>2. TAX COMPLIANCE REQUIREMENTS</b></p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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."</p>

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 BID and be attached as a BID requirement.**

**Section 7: The attached SBD 6.1 must be completed for each BID 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 BID 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 Bidding entities submitting BID offers and have no other relationship with any of the Bidders 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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....  
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

- 2.3.1 If so, furnish particulars:

.....  
.....

<sup>1</sup> 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 consortium<sup>2</sup> 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.
- 3.6 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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

<sup>2</sup> 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 invitations to tender:

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

### **1.2 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:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

$P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where

$P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = 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—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 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.

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

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Historically Disadvantaged Individual:-</b>			
	(a) 100% black ownership	6	
	(b) 51% to 99% black ownership	4	
	(c) Less than 51% black ownership	0	
<b>Black women ownership:-</b>			
	(a) 100% black women ownership	4	
	(b) 30% to 99% black women ownership	2	
	(c) Less than 30% black women ownership	0	
<b>Black youth ownership:-</b>			
	(a) 100% black youth ownership	4	
	(b) 30% to 99% black youth ownership	2	
	(c) Less than 30% black youth ownership	0	
<b>People with disability:-</b>			
	(a) 20% or more disabled people ownership	2	
	(b) Less than 20% disabled people ownership	0	
<b>Locality:-</b>			
	(a) Within the Eastern Cape	4	
	(b) Outside the Eastern Cape	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;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....



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

(ATTACH HERE)



***VALID CIDB CERTIFICATE OF A BIDDER***  
**(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

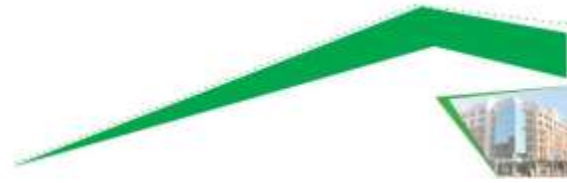
#### On behalf of the Client:

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Client Representative



## THE CONTRACT



## **AGREEMENTS AND OTHER CONTRACT DATA**



**Annexure F**  
(normative)

**FORM OF OFFER AND ACCEPTANCE**

<b>Project title</b>	<b>TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN JOE GQABI REGION FOR A PERIOD OF TWO YEARS</b>
<b>SCMU number</b>	<b>SCMU5-23/24-0063</b>

**OFFER**

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

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

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder 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 Bidder before the end of the period of validity stated in the BID data, whereupon the Bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) .....

BID's

Name(s) .....

Authorized Person  
(Names) .....

Address of the Bidder: .....

Witnesses (Signatures):

1. .... Date: .....

2. .... Date: .....



## ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the Bidder'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 Bidder's offer shall form an agreement between the employer and the Bidder 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 BID 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 Bidder 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 Bidder 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 Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (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.<sup>1</sup>

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 .....

<sup>1</sup> 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 Bidder of the tracking number within 24 hours of such submission. Unless the Bidder (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**

<b>PROJECT TITLE</b>	<b>TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN JOE GQABI REGION FOR A PERIOD OF TWO YEARS</b>		
<b>SCMU NUMBER</b>	<b>SCMU5-23/24-0063</b>		
I / We confirm that the following communications received from the Department of Public Works before the submission of this BID offer, amending the BID documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
<b>Item</b>	<b>Date</b>	<b>Title or Details</b>	<b>No. of Pages</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Bidder \_\_\_\_\_



**B**

**PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

The Bidder's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

<b>PROJECT TITLE</b>	<b>TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN JOE GQABI REGION FOR A PERIOD OF TWO YEARS</b>
<b>SCMU NUMBER</b>	<b>SCMU5-23/24-0063</b>

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 Bidder 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 authorized to

sign all documents in connection with the BID 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 BID 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 BID offer and any contract resulting from it on our behalf.

<b>PROJECT TITLE</b>	<b>TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN JOE GQABI REGION FOR A PERIOD OF TWO YEARS</b>	
<b>SCMU NUMBER</b>	<b>SCMU5-23/24-0063</b>	
<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORISED SIGNATORY</b>
Lead partner: ..... .		Signature. . . . . Name ..... Designation.....
..... .		Signature. . . . . Name ..... Designation.....
..... .		Signature. . . . . Name ..... Designation.....
..... .		Signature. . . . . Name ..... Designation.....



## E

### CAPACITY OF THE BIDDER

<b>PROJECT TITLE</b>	<b>TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN JOE GQABI REGION FOR A PERIOD OF TWO YEARS</b>
<b>SCMU NUMBER</b>	<b>SCMU5-23/24-0063</b>
<p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. (where applicable as per bid conditions)</p> <p><i>Artisans and Employees: (Artisans and Employees to be ,or are ,employed for this project )</i></p>	

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 Bidder are within my personal knowledge and are to the best of my knowledge both true and correct.

<b>Signed:</b>	.....	<b>Date</b>	.....
<b>Name:</b>	.....	<b>Position</b>	.....
<b>Enterprise</b>			<b>Name:</b>
.....			



**F**

**RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS**

Bidders must submit a description of at least one project successfully completed

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 Bidder'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 Bidder 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 – CURRENT PROJECTS IF APPLICABLE**

Bidders must submit description of at least one project under construction/ on hold/ just handed over/ towards completion (if they exist).

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 Bidder'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 Bidder are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed

Date

-----

-----

Name

Position

-----

-----

Enterprise name

-----



**H**

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

*(Any other client's BID must also be included)*

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE BIDDED 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*

-----



I

## SCHEDULE OF BIDDER'S LITIGATION HISTORY

The Bidder shall list below details of any litigation with which the Bidder (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

-----

-----

*Bidder name*

-----



**J**

**Project Reference Forms - 1**

<b>Project title:</b>	<b>TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN JOE GQABI REGION FOR A PERIOD OF TWO YEARS</b>
<b>Project Number:</b>	<b>SCMU5-23/24-0063</b>

**NOTE:** This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar complexity that was completed successfully by the Bidder.

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 Bidder):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

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

<b>Key Performance Indicators</b>	<b>Very Poor 1</b>	<b>Poor 2</b>	<b>Fair 3</b>	<b>Good 4</b>	<b>Excellent 5</b>	<b>Total</b>
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						
<b>TOTAL</b>						

B. Would you consider / recommend this Bidder again:

YES	NO

C. Any other comments:

---



---



D. My contact details are:

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_

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 Bidder to put referees who are reachable.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date





## Project Reference Forms – 2

Project title:	TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN JOE GQABI REGION FOR A PERIOD OF TWO YEARS
Project Number:	SCMU5-23/24-0063

**NOTE: This returnable document must be completed by the person who was the Engineer/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.						
<b>TOTAL</b>						

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 \_\_\_\_\_ 2023.

\_\_\_\_\_  
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:	TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN JOE GQABI REGION FOR A PERIOD OF TWO YEARS
Project Number:	SCMU5-23/24-0063

**NOTE:** This returnable document must be completed by the person who was the Engineer/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.						
<b>TOTAL</b>						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

---

---

D. My contact details are:

Telephone: \_\_\_\_\_ Cell phone: \_\_\_\_\_ Fax: \_\_\_\_\_



E-mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
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



## K

### BASELINE RISK ASSESSMENT

<b>PROJECT TITLE</b>	<b>TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN JOE GQABI REGION FOR A PERIOD OF TWO YEARS</b>
<b>SCMU NUMBER</b>	<b>SCMU5-23/24-0063</b>
PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Working at Heights	Fall of persons & material	Fatal/serious injuries. Strains, back injuries, slip or fall	Spillages	Being struck by material and debris	All persons working at heights to be issued with full body harness with a double lanyard for attaching
Climbing the ladder	Fall of persons, slipping and falls	Head, Body injuries, being struck by falling objects	Spillages	Being struck by falling material, slipping and falls	Warning signs, ladder to be placed inside the scaffold
Working on occupied premises	Electric shock, gas and water leaks,	Gas inhalation, tripping and falling	Ground pollution due to spillages	Tripping on electric cables, debris and material	Warning signs, communicating with the building occupier on live services & special requirements
Handling of materials	Uneven footing, falling materials	Strains, back injuries, low level trip, slip or fall	Falling material	Falling materials resulting in trip, slip and falls	Heavy objects to be carried by two employees. Induction and toolbox talks

*You can list all activities on a separate page to address this issue (the above table is just for reference purposes). The contractor acknowledges and confirms that the above mentioned points will be observed when undertaking safety requirements.*

Signed

Date

Name

Position

Enterprise name



#### L. EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL

<b>PROJECT NAME</b>	<b>TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN JOE GQABI REGION FOR A PERIOD OF TWO YEARS</b>
<b>PROJECT DESCRIPTION (SCOPE)</b>	<b>TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN JOE GQABI REGION FOR A PERIOD OF TWO YEARS</b>
<b>SCMU NUMBER</b>	<b>SCMU5-23/24-0063</b>
<b>CONTRACTOR NAME:</b>	

- Below is the list of building material which must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
- On monthly basis, the contractor will report the purchasing of any of this material.
- The report will then be communicated to PT & OTP on quarterly basis or in whichever intervals, as prescribed by PT & OTP.

#### A. BUILDING MATERIAL LISTS– BUILDING RELATED STRUCTURES (NEW, REFURBISHMENTS & RENOVATIONS) IF APPLICABLE

B. ITEM	BUILDING MATERIAL (TYPE)	QUANTITY	ESTIMATE AMOUNT (Rands)
1	Air Conditioners Cassettes		
2	Air Conditioners Console		
3	Remote Controls		
4	AAA batteries		
5	Thermostat		
6	Compressors		
7	Capacitors		
8	Condensate Pumps		



### C. CONFIRMATION

1. I.....(**Contractor name**) acknowledge and confirm the above mentioned material will be sourced in the Eastern Cape Province, from Eastern Cape based material suppliers and manufacturers.
2. I confirm that on monthly basis I will produce a proof of purchase of this material used or to be used, either in the form of delivery notes, tax invoices or any formal document which verifies that the material or goods were sourced from an Eastern Cape based supplier or manufacturer.

-----  
*Representative of the Contractor (Name)*      *Signature*      *Date*      -----



## PART C1.2 CONTRACT DATA



**NEC3 TERM SERVICE CONTRACT: APRIL 2013**

**A PROJECT INFORMATION**

**A1.0 Works [1.1]**

Project name	TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN JOE GQABI REGION FOR A PERIOD OF TWO (2) YEARS
Reference number	SCMU5-23/24-0063
Works description	Refer to document C3 – Scope of Work

**A2.0 Site [1.1]**

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	Aliwal North, Sterkspruit and Steynsburg Eastern Cape.
Site address	Refer to document C4 – Site Information
Local authority	Joe Gqabi District Municipality

**A3.0 Employer [1.1]**

Official Name of Organ of	Eastern Cape Department of Public Works and Infrastructure		
Business registration number	N/A		
VAT/GST number	N/A		
Country	South Africa		
Employer's representative: Name	Siwelele Sohuma		
E-mail	<a href="mailto:siwelele.sohuma@ecdpw.gov.za">siwelele.sohuma@ecdpw.gov.za</a>		
Mobile number		Telephone number	087 362 9960
Postal address	Private Bag, X5002, Sterkspruit	Postal Code	9750
Physical address	Bensonvalle Office Complex Sterkspruit	Postal Code	9750



#### A4.0 Agent [1.1]

Discipline	Project Manager		
Name	Eastern Cape Department of Public Works & Infrastructure		
Legal entity of above		Contact person	Siwelele Sohuma
Practice number		Telephone number	(087) 362 9960
		Mobile number	
Country		E-mail	Siwelele.sohuma@ecdpw.gov.za
Postal address	Private Bag, X5002, Sterkspruit		Postal Code 9750
Physical address	Bensonville Office Complex Sterkspruit		Postal Code 9750

#### A5.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			Postal code
Physical address			Postal code

#### A6.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			Postal code
Physical address			Postal code



## PART C1.2: CONTRACT DATA

### Part 1– Data provided by the Employer

Clause	Statement	Data
<b>1. General</b>		
	The conditions of contract are the core clauses and the clauses for main Option:	<b>A      Priced contract with price list</b>
	dispute resolution Option	<b>W1      Dispute resolution procedure</b>
	and secondary Options	<b>X1      Price adjustment for inflation</b>
		<b>X13      Performance Bond</b>
		<b>X17      Low service damages</b>
		<b>X18      Limitation of liability</b>
		<b>X19      Task Order</b>
		<b>X20      Key Performance Indicators</b>
	of the NEC3 Term Service Contract (April 2013)	
10.1	The Employer is (name):	<b>Department of Public Works and Infrastructure</b>
	Address	<b>Bensonville Office Complex Block F STERKSPRUIT 9762</b>
	Represented By:	<b>TBA</b>
	Tel No.	
	Fax No.	



10.1	The Service Manager is (name):  Address   Tel e-mail	<b>TBA</b>
	The Service Manager is (name):	<b>TBA</b>
11.2(2)	The Affected Property is	<b>Various Government Buildings in Joe Gqabi Region</b>
11.2(13)	The service is	<b>Re-active Air-conditioning Maintenance to Government Buildings in Joe Gqabi Region.</b>
11.2(14)	The following matters will be included in Risk register	<b>N/A</b>
11.2(15)	The Service Information is in	<b>The Contract Part 1: Service Information - Scope of Works. Works Information and all documents which it makes reference.</b>
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)

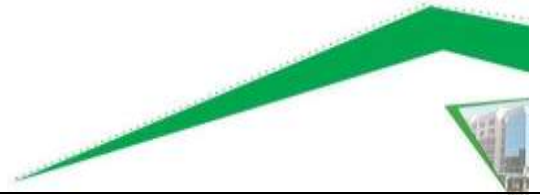
21.1	The Contractor submits a first Plan for	<b>2 weeks of the Contract Date acceptance within</b>
------	---	---

**3. Time**

30.1	The starting date is	<b>at the Site Handover Meeting Date</b>
30.2	The service period is	<b>24 Months – Please note: Either the expiry of the contract period or depletion of the contract amount, whichever comes first would terminate the contract.</b>

**4. Testing and defects**

**Special testing may be requested by the Service Manager.**



## 5. Payment

50.1	The assessment interval is	<b>Monthly</b>
51.1	The currency of this contract is the	<b>South African Rand</b>
51.2	The period with which payments are made is	<b>30 Days after submission of a valid TAX Invoice to the Employer</b>
51.4	The interest rate is	<b>(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365-day year) charged 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.</b>

## 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 by the Contractor to the Employer's property is	R 5 000 000.00
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 Providing the Service for any one event is:	R 5 000 000.00
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 the 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)	<b>TBA</b>
	Address	
	Tel. No, Fax	
	No.	
	Email	
W1.2(3)	The Adjudicator nominating body is:	<b>TBA</b>
W1.4(2)	The Tribunal is:	<b>Arbitration</b>
W1.4(5)	The Arbitration Procedure is	<b>The latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (South Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>South Africa</b>
	The person or organization who will choose an arbitrator	<b>The Chairman for the time being or his nominee of the Association of Arbitrators (South Africa) or its successor body.</b>
	<ul style="list-style-type: none"> <li>- If the Parties cannot agree a choice or</li> <li>- If the procedure does not state who selects an arbitrator, is</li> </ul>	

12. Data for Secondary Option Clauses				
X1	Price Adjustment for Inflation			
X1.1	The base date for indices is	<b>Tender Closing Date</b>		
	The proportions used to calculate the Price Adjustment Factor are:			
	<p>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</p>	Proportion	Linked to Index for	Index prepared by (Source)
			Non-Adjustable**	
		100%		

X13 Performance Bond	
X13.1 The Contractor gives the Employer a performance bond	The Tenderer must provide a Performance Bond in the 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	<b>R0.0 (zero Rand)</b>
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	<b>R2 500 000.00</b>
X18.3 The Contractor's liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of</b> <ul style="list-style-type: none"> <li><b>the total of the Prices at the Contract Date And</b></li> <li><b>R2 500 000</b></li> </ul>
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	<b>N/A</b>
X18.5 The end of liability date is	<b>3 Months after the end of the Service Period.</b>
X19 Task Order	
The Contractor submits a Task Order programme to the Service Manager within	<b>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.</b>
X20 Key Performance Indicators	<b>Key performance Indicators will be used to monitor Contractor performance on a monthly basis</b>





## **PART C1.3: DISPUTE RESOLUTION MECHANISM**



## 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: \_\_\_\_\_  
 \_\_\_\_\_

Witness:  
 Name \_\_\_\_\_  
 \_\_\_\_\_

Witness:  
 Name: \_\_\_\_\_  
 \_\_\_\_\_

Address:

Address:

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.

\* Delete as necessary



**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](http://www.epwp.gov.za)**



## **PART C2 PRICING DATA**



## **PART C2.1: PRICING INSTRUCTIONS**



## C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
- 2 The agreement is based on the NEC3 TERM SERVICE CONTRACT: APRIL 2013.
- 3 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 4 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.0" is obtainable on the Department's website (<http://www.publicworks.gov.za/> under "Consultants Guidelines"), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0" is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document
- 5 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
- 6 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
- 7 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 8 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 11 but taking into account the revised period for completing the works.
- 9 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
  - a) an amount which is not to be varied, namely Fixed (F)
  - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
  - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 10 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 13 apply or where no selection is made, the adjustments shall be based on the following breakdown:
  - a) 10 percent is Fixed
  - b) 15 percent is Value Related





- c) 75 percent is Time Related
- 11 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
  - 12 The tender price must include Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.
  - 13 The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)", and yearly pronounced increases for duration of contract. (Currently R 23.19 for each ordinary hour worked).
  - 14 The tenderer will have to establish site at a central location of the Region which is Aliwal North.



# **SCOPE OF WORK**

## **(TERMS OF REFERENCE)**



## **C2 SCOPE OF WORK (TERMS OF REFERENCE)**

All prospective tenderers are to note all work to be executed according the required standards. All traders damaged whether by fault of the air conditioner or whilst installation or removal of units will be the responsibility of the successful tenderer to make good to match existing trades.

The contractor shall undertake the required servicing and repairs to all the HVAC

The maintenance work shall be executed in accordance with all the relevant codes of practices, statutory regulations, standards, regulations, municipal laws and by-laws and the manufacturer's specifications.

The maintenance and servicing work and items are to be categorized by the Contractor for each maintenance activity under the following heading:

### **1. AIR CONDITIONING SYSTEMS**

The region has the following air-condition systems:

Ceiling mounted cassette, Midwall mounted split unit, Console

MAJOR SERVICE SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING: (PLEASE CLEARLY STATE ANY ADDITIONAL ROUTINE WORK YOU CONSIDER NECESSARY OVER AND ABOVE THE ONES LISTED BELOW).

- Clean filters, seals and driers
- Clean Evaporators
- Check condenser fan
- Check Evaporators fan
- Check for noise and vibration
- Test for oil and refrigerant leaks
- Check brackets and tighten loose nuts
- Check condensate drainage
- Check remote control and replace batteries if required
- Check and note HP and LP settings and adjust if necessary
- Measure temperature differences, indoor and outdoor
- Ragas

#### **1.1 EMPLOYER'S OBJECTIVES**

To maintain the air-conditioning equipment of the Joe Gqabi Region in order to perform efficiently.

#### **1.2 OVERVIEW OF THE WORKS**

Servicing, maintenance and repairs of AIRCONDITIONING systems at DPW&I Government buildings in Joe Gqabi region for a period of two years

#### **1.3 EXTENT OF THE WORKS**

The Service and maintenance work to be performed and executed shall include, all the items listed in the scope of works.



#### 1.4 LOCATION OF THE WORKS

The works on this contract will be executed in Joe Gqabi Region, Eastern Cape

ITEM NO	REGION	TOWN	BUILDING NAME
1.	JGR	STERKSPRUIT	ROADS DEPOT -30.52917, 27.36788
2.	JGR	STERKSPRUIT	MECHANICAL WORKSHOP -30.53022, 27.36675
3.	JGR	STERKSPRUIT	BENSONVALLE OFFICE COMPLEX -30.53455, 27.35185)
4.	JGR	ALIWAL NORTH	THEMBA KOJANA BUILDING -30.70653, 25.81591)
5.	JGR	ALIWAL NORTH	EXCPA LIBRARY BUILDING -30.68512, 26.71109)
6.	JGR	STEYNSBURG	SOCIAL DEVELOPMENT CLUSTER -31.29763, 25.81591)
7.	JGR	STEYNSBURG	JOE GQABI TRAINING CENTRE -31.29621, 25.81495)

#### 1.5 TEMPORARY WORKS

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



## **PART C3. SITE INFORMATION**



### **C3.1.1 GENERAL**

The mechanical systems for the region are located at the following sites:

- Sterkspruit
- Aliwal North
- Steynsburg

### **C3.1.2 SITE ACCESS**

Entrance to the sites is as per the formal Access and Control Procedure of the department, the Service Provider and his/her employees must familiarize themselves with these.

### **C3.1.3 SITES OCCUPIED**

All the offices included in this tender are currently occupied and functioning. The maintenance contractor will be required to advise the relevant DPW&I officials in advance of the dates and times when the planned maintenance activities are to take place and to ensure that the functioning of the offices is not disrupted.

### **C3.1.4 SITE RULES**

Unless otherwise stated all equipment and apparatus shall remain the property of the Client. The Service Provider shall completely carry out all works per request as specified by the Client, in a careful, skilful, practical and safe manner under the constant supervision of a competent foreman. Should the Client not be satisfied with the performance of the Supervision on site, the Client holds the rights to stop the works.

### **C3.1.5 SITE ESTABLISHMENT**

No accommodation for any personnel will be allowed on site. No storage facilities will be made available. Ablution facilities (or access to ablution facilities) will be provided. Service Provider to provide communication and independent network access / connections as per their personnel's requirements.



**2.1 EMPLOYER'S DESIGN**

N/A

**2.2 DESIGN BRIEF**

N/A

**2.3 DRAWINGS**

N/A

**DRAWING: Layout plan**

N/A



# **BILLS OF QUANTITIES**





**TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS OF JOE  
GQABI REGION FOR A PERIOD OF TWO YEARS**

**CONTRACT NO.: SCMU5-23/24-0063**

**SECTION 1: PRELIMINARY & GENERAL**

**BILL OF QUANTITIES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.	<b>PRELIMINARIES AND GENERAL</b>				
1.1	Contractual Requirements	Sum	1		
1.2	Establishment of site and provision of buildings and storage facilities including de establishment site and tidying up after completion.	Sum	1		
1.3	Tools and equipment, 3communication, transport and accommodation for the duration of the contract.	Sum	1		
1.4	Contract Management, company overheads and supervision of the works including attendance of site meetings.(1 per month)	month	24		
1.5	Provision of drawings and manuals for new replacement equipment and as may be Requested.	Sum	1		
1.6	<b>OCCUPATIONAL HEALTH AND SAFETY</b>				
1.6.1	Preparation of the site specific Health and Safety Plan	Sum	1		
1.6.2	Principal Contractors initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations.	Sum	1		
1.6.3	Principal Contractor's time related obligations in respect of the occupational Health and Safety Act and Construction Regulations.	month	24		
<b>SECTION 1 TOTAL CARRIRD TO SUMMARY</b>					



**TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS OF JOE GQABI REGION FOR A PERIOD OF TWO YEARS**

**CONTRACT NO.: SCMU5-23/24-0063**

**SECTION 2: SCHEDULED SERVICES BILL OF QUANTITIES**

Item No	Description	Unit	Quantity	Rate	Amount
2	<b>SECTION 2: Scheduled services: Inspections and Report</b>				
2.1	<b>Note:</b> The DPW & I reserve the right to decrease or increase quantities in the price schedule. Rates given in the schedule of prices shall be inclusive of labor and equipment required for the works				
2.1.1	<b>SERVICING OF HVAC SYSTEMS:</b> The contractor shall refer to part C3.5.14 of the Air conditioning Technical Specification contained herein for the maintenance actions pertaining to service intervals before pricing this section of bill of quantities. <b>Note:</b> The Rate in this schedule of bill shall be a collective amount inclusive of all planned service intervals per unit for the duration of the contract term.				
2.1.1.1	<b>Department of Social Development (Sterkspruit)</b> Carry out the major routine maintenance on the air conditioning system				
2.1.1.1.1	Indoor Ceiling Mounted Cassette Units	NO	12		
2.1.1.1.2	Indoor Midwall Mounted Units	NO	104		
2.1.1.2	<b><u>Department of Education</u></b> Carry out the major routine maintenance on the air conditioning system				
2.1.1.2.1	Indoor Ceiling Mounted Cassette Units	NO	60		
2.1.1.2.2	Indoor Midwall Mounted Units	NO	200		



Section 2		Brought Forward		
2.1.1.3	<b>Department of Health (Sterkspruit)</b> Carry out the major routine maintenance on the air conditioning system			
2.1.1.3.1	Indoor Ceiling Mounted Cassette Units	NO	40	
2.1.1.3.2	Indoor Midwall Mounted Units	NO	100	
2.1.1.4	<b>Department of Agriculture (Sterkspruit)</b> Carry out the major routine maintenance on the air conditioning system			
2.1.1.4.1	Indoor Ceiling Mounted Cassette Units	NO	24	
2.1.1.4.2	Indoor Midwall Mounted Units	NO	40	
2.1.1.5	<b>Department of Transport</b> Carry out the major routine maintenance on the air conditioning system			
2.1.1.5.1	Indoor Ceiling Mounted Cassette Units	NO	24	
2.1.1.5.2	Indoor Midwall Mounted Units	NO	48	
2.1.1.6	<b>Department of Public Works &amp; Infrastructure</b> Carry out the major routine maintenance on the air conditioning system			
2.1.1.6.1	Indoor Ceiling Mounted Cassette Units	NO	44	
2.1.1.6.2	Indoor Midwall Mounted Units	NO	140	
2.1.1.7	<b>Department of Social development (Steynsburg)</b> Carry out the major routine maintenance on the air conditioning system			
2.1.1.7.1	Indoor Ceiling Mounted Cassette Units	NO	24	
2.1.1.7.2	Indoor Midwall Mounted Units	NO	80	
2.1.1.8	<b>Themba Kojana Office Park (Aliwal North)</b> Carry out the major routine maintenance on the air conditioning system			
2.1.1.8.1	Indoor Ceiling Mounted Cassette Units	NO	800	
2.1.1.8.2	Indoor Mounted Midwall Units	NO	304	
Section 2		Carried Forward		



Section 2		Carried Forward		
2.1.1.9	<b>EXPCA Library Building (Aliwal North)</b> Carry out the major routine maintenance on the air conditioning system			
2.1.1.9.1	Indoor Ceiling Mounted Cassette Units	NO	60	
2.1.1.9.2	Indoor Midwall Mounted Units	NO	272	
2.1.1.9.3	Indoor Console units	NO	392	
2.1.1.10	<b>STERKSPRUIT ROADS DEPOT</b> Carry out the major routine maintenance on the air conditioning system			
2.1.1.10.1	Indoor Ceiling Mounted Cassette Units	NO	12	
2.1.1.10.2	Indoor Midwall Mounted Units	NO	184	
2.1.1.11	<b>STERKSPRUIT MECHANICAL WORKSHOP</b> Carry out the major routine maintenance on the air conditioning system			
2.1.1.11.1	Indoor Ceiling Mounted Cassette Units	NO	8	
2.1.1.11.2	Indoor Midwall Mounted Units	NO	40	
2.1.1.12	<b>JOE GQABI TRAINING CENTER</b> Carry out the major routine maintenance on the air conditioning system			
2.1.1.12.1	Indoor Ceiling Mounted Cassette Units	NO	6	
2.1.1.12.2	Indoor Midwall Mounted Units	NO	16	
<b>TOTAL SECTION 2</b>		<b>CARRIED TO FINAL SUMMARY</b>		



**TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS OF JOE GQABI REGION FOR A PERIOD OF TWO YEARS**

**CONTRACT NO.: SCMU5-23/24-0063**

**SECTION 3: REPLACEMENT OF HVAC SYSTEMS**

**BILL OF QUANTITIES**

Item No	Description	Unit	Qty	Rate	Amount
3	<b>SECTION 3:</b>				
3.1	<b>REPLACEMENT OF HVAC SYSTEMS</b>				
	Note: The DPW & I reserve the right to decrease or increase quantities in the price schedule Rates given in the schedule of prices shall be inclusive of labour, transport and equipment required for the works Only units that are beyond repairs to be replaced				
3.1.1	<b><u>Ceiling Mounted Cassette Units, inverter type</u></b>				
3.1.1.1	Supply and Install 9000BTU	No.	1		RATE ONLY
3.1.1.2	Supply and Install 12000 BTU	No.	1		RATE ONLY
3.1.1.3	Supply and Install 18000 BTU	No.	1		RATE ONLY
3.1.1.4	Supply and Install 24000 BTU	No.	1		RATE ONLY
3.1.1.5	Supply and Install 30000 BTU	No	1		RATE ONLY
3.1.2	<b><u>Midwall Mounted Split Units inverter type</u></b>				
3.1.2.1	Supply and Install 9000BTU	No	1		RATE ONLY
3.1.2.2	Supply and Install 12000 BTU	No	1		RATE ONLY
3.1.2.3	Supply and Install 18000 BTU	No	1		RATE ONLY
3.1.2.4	Supply and Install 24000 BTU	No	1		RATE ONLY
3.1.2.5	Supply and Install 30000 BTU	No	1		RATE ONLY
<b>Section 3</b>	<b>Carried forward</b>				<b>RATES ONLY</b>



Section 3				Brought forward	
3.1.3	<b>Console Mounted Split Units</b>				
3.1.3.1	Supply and install 9000 btu				RATE ONLY
3.1.3.2	Supply and insatl 12000 btu				RATE ONLY
3.1.3.3	Supply and install 18000 btu				RATE ONLY
3.1.3.4	Supply and install 24000 btu				RATE ONLY
3.1.3.5	supply and install 30000 btu				RATE ONLY
<b>SECTION 3</b>				<b>CARRIED TO SUMMARY</b>	<b>RATES ONLY</b>



**TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS  
GOVERNMENT BUILDINGS OF JOE GQABI REGION FOR A PERIOD OF TWO YEARS**

**CONTRACT NO.: SCMU5-23/24-0063**

**SECTION 4: REPAIRS**

**BILL OF QUANTITIES**

Item No	Description	Unit	Qty	Rate	Amount
<b>4</b>	<b>SECTION 4: REPAIRS</b>				
<b>4.1</b>	<b>REPAIRS</b>				
	The repair rates include transport, the replacement rings, labour to strip existing component, remove and replace faulty parts, assemble and commission.				
4.1.1	Repairs to water leaks on console, window and split units up to 30 000 btu	no	20		
4.1.2	Refridgerant gas per 13,6 kg container R410 A	no	10		
4.1.3	P 2000 trunking per m	no	150		
4.1.4	Universal remote for midwall split type units	no	100		
4.1.5	Replacement of 600x 600 washable air filters	no	120		
4.1.6	50mf capacotors	no	120		
4.2	Supply and install air conditioning gas piping and fittings				
4.2.1	1/4" 6,35mm copper pipping	no	300		
4.2.2	3/8"9,35mm copper pipping	no	100		
4.2.3	1/2"12,7mm copper pipping	no	50		
4.3	Rotary compressors R 410 - 220 V - Supply and Install for the following units when necessary				
4.3.1	9000 btu	no	10		
4.3.2	12000 btu	no	5		
4.3.3	18000 btu	no	3		
4.3.4	30000 btu	no	3		
SECTION 4				Carried Forward	



SECTION 4		Brought Forward			
	<b>MISCELLANEOUS ITEMS</b>				
4.5	Supply and install the following items (Rates to include transport and labour)				
4.5.1	Replacement of indoor PC Board (Cassette)for Daikin VRV IV	each	5		
4.5.2	Replacement of indoor PC Board for Alliance, TLC, Daikin, LG and Sumsang(12000 to 18000btu's)	each	5		
4.5.4	Replacement of condensate pumps for midwall split, indoor cassette units and console split units	each	10		
4.5.5	Replacement of 220 V relays	each	10		
4.5.6	Replacement of 24 Volt relays	each	10		
<b>4.6</b>	<b>RATES</b>				
4.6.1	Skilled person	hr	300		
4.6.2	unskilled person	hr	300		
4.6.3	transport	km	1000		
<b>TOTAL SECTION 4</b>		<b>CARRIED TO SUMMARY</b>			





**TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT  
BUILDINGS OF JOE GQABI REGION FOR A PERIOD OF TWO YEARS**

**CONTRACT NO.: SCMU5-23/24-0063**

**SECTION 5: PROVISIONAL SUMS**

**BILL OF QUANTITIES**

Item No	Description	Unit	Qty	Rate	Amount
<b>1</b>	<b>SECTION 5: PROVISIONAL SUMS</b>				
1.1	Allow for unscheduled items and new installations for replacing airconditioners that may be found unrepairable.				R500 000,00
<b>TOTAL SECTION 5</b>					<b>CARRIED TO SUMMARY R300 000,00</b>



**TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS  
GOVERNMENT BUILDINGS OF JOE QQABI REGION FOR A PERIOD OF TWO YEARS**

**CONTRACT NO.: SCMU5-23/24-0063**

**SUMMARY OF BILL OF QUANTITIES**

SECTION	DESCRIPTION	AMOUNT
SECTION 1	PRELIMINARY & GENERAL	
SECTION 2	HVAC SERVICING	
SECTION 3	HVAC REPLACEMENT	RATES ONLY
SECTION 4	REPAIRS	
SECTION 5	PROVISIONAL SUMS	R 500 000,00

NET TOTAL OF TENDER

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SUBTOTAL

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ALLOW 15% VALUE ADDED TAX

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TOTAL AMOUNT CARRIED TO FORM OF TENDER

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SIGNATURE OF TENDERER: .....

ON BEHALF OF: .....

DATE: .....