



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER DOCUMENT

MAIZE BOARD BUILDING PRETORIA: AIR CONDITIONING AND ELECTRICAL INSTALLATIONS: REPAIR AND MAINTENANCE

TENDER NUMBER: H22/007AI

ISSUED BY:

The Director General
Department of Public Works and infrastructure
Private Bag X65
Corner Bosman and Madiba
Pretoria
0001

PREPARED BY:

Construction Project Manager
Duduzile Maseko

NAME OF THE BIDDER.....

TABLE OF CONTENT

BOOK 1

Tender

1. Tendering procedure

- Notice and invitation to tender- PA-04 (EC)

2. Returnable documents

- Tender data- DPW-03 (EC)
- List of returnable documents- PA-09 (EC)
- Form of offer and acceptance- DPW-07 (EC)
- Bidder's Disclosure- PA-11
- Resolution of board of directors- PA-15.1
- Resolution of board of directors to enter into consortia or JV- PA-15.2
- Special resolution of consortia or JV- PA.15.3
- Site inspection meeting certificate- DPW-16 (EC)
- Preference points claim form in terms of the preferential procurement regulation 2017: PA-16
- Medical certificate for the confirmation of permanent disabled status- PA-14
- Particulars of tenders projects DPW-09 (EC)
- Record of addenda to tender documents- DPW-21 (EC)
- Schedule of proposed sub-contractors- DPW-15 (EC)
- Particulars of electrical contractor- DPW-22 (EC)
- Schedule for imported material and equipment- DPW-23 (EC)
- Declaration certificate for local production and content for designated sectors- PA-36.

3. Contract

- Contract data- DPW-05
- Variable construction guarantee- DPW-10.2
- Fixed construction guarantee- DPW-10.4

4. Pricing data

- Pricing instructions- PG-02.1 (GCC(2010) 2nd Edition: 2010)
- Bills of quantities

BOOK 2

5. Scope of work

- Scope of work- PG-01.1 (EC)
- Technical/ Particular Specifications
- Additional Specifications
- Drawings

TENDER

1. TENDERING PROCEDURE

PA-04 (EC): NOTICE AND INVITATION TO TENDER

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	MAIZE BOARD BUILDING PRETORIA: AIR CONDITIONING AND ELECTRICAL INSTALLATIONS: REPAIR AND MAINTENANCE
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Tender no:	H22/007AI	Reference no:	
Advertising date:	07 October 2022	Closing date:	01 November 2022
Closing time:	11:00	Validity period:	84 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **5 ME** or **select tender value range select class of construction works*** or higher.

** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **select tender value range select class of construction works PE** or **select tender value range select class of construction works PE*** or higher.

** Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable*

2. RESPONSIVENESS CRITERIA

2.1 Substantive responsiveness criteria

Only tenderers who are responsive to the following substantive responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	Use of correction fluid is prohibited.
4	☒	Submission of (DPW-07 EC): Form of Offer and Acceptance.
5	☐	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
6	☒	Submission of (PA – 36 and Annexure/s C): Declaration Certificate for Local Production and Content for designated sectors.
7	☐	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
8	☒	Submission of DPW-16 (EC): Site Inspection Meeting Certificate
9	☐	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
10	☒	Submission of DPW-21 (EC): Record of Addenda to tender documents
11	☒	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.

Tender no: H22/007AI

12	☒	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
13	☐	Submission of Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017
14	☒	CIDB Certificate 5ME
15	☐	
16	☐	
17	☐	
18	☐	

2.2 Administrative responsiveness criteria

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	Submission of (PA-11): Bidder's disclosure.
4	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
6	☒	Submission of DPW-15 (EC): Schedule of proposed sub-contractors
7	☐	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
8	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
9	☒	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
10	☒	PA-16 Preference point claims form in terms of preferential procurement regulation 2017
11	☒	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.

Tender no: H22/007AI

12	☒	The tender to submit CSD report if sub-contracting as indicated on the DPW-15 and DPW-22
13	☐	
14	☐	
15	☐	

3. PREQUALIFICATION CRITERIA

Preferential procurement prequalification criteria is *applicable*.

The Tenderer must comply with the following Prequalification criteria for Preferential Procurement as listed below:

☒	A tenderer having stipulated minimum B-BBEE status level of contributor: ☒ Level 1 or ☒ Level 2 or ☐ Level 3
☐	☐ An EME or ☐ A QSE or ☐ An EME or QSE
☐	A tenderer subcontracting a minimum of 30% to: ☐ An EME or QSE which is at least 51% owned by black people ☐ An EME or QSE which is at least 51% owned by black people who are youth ☐ An EME or QSE which is at least 51% owned by black people who are women ☐ An EME or QSE which is at least 51% owned by black people with disabilities ☐ An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships ☐ A co-operative which is at least 51% owned by black people ☐ An EME or QSE which is at least 51% owned by black people who are Military veterans ☐ An EME or QSE

Tender no: H22/007AI

Functionality is applicable.

Note: All bids involving the acquisition of engineering and construction works from cidb Grade 4 and above are subjected to functionality.

Note: Functionality will be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Minimum functionality score to qualify for further evaluation:	60
Functionality criteria:	Weighting factor:
1. FINANCIAL CAPABILITY Adequate financial resources. Original / certified bank rating certificate or letter from the bank indicating the bank rating not older than 3 months. Bank rating of "Ä"= 5 points Bank rating of "B"= 4 points Bank rating of "C"= 3 points Bank rating of "D"= 2 points Bank rating of "E"= 1 point No bank rating submitted = 0 point	20
2. RELEVANT EXPERIENCE OF THE COMPANY Bidders to provide and submit a list of comparable projects, "comparable projects includes: size of the project (measured against monetary value- project above 4 million); nature of the project (chillers, pumps, air condition, ventilation and electrical installation in buildings) and high rise building, with contactable references for repair and maintenance type projects currently engaged in and or completed during the past 5 years. Projects to be listed in DPW-09 EC form. For completed projects bidders to submit together with the tender document, completion certificates and for current projects bidders to submit together with the tender documents, appointment letters with percentage progress of the project above 60. Five or more completed/current projects = 5 points Four completed/current projects = 4 points Three completed/current projects = 3 points Two completed/current projects = 2 points One completed/current project = 1 point No information submitted = 0 point	30
3. PROJECT WORK FORCE Bidders to provide and submit workforce (key persons); including copy of the ID, CV's, qualifications, experience & relevant certification (trade test) i.e. (i) (welder, boiler maker, fitter tuner), (ii) chiller plant installer, (iii) electricians (wireman's licences) , (iv) air- conditioner technicians and (v) Health and safety manager, including the company organogram reflecting the key personnel names. Information submitted for all five (5) items listed above = 5 points Information submitted for any four (4) items listed above = 4 points Information submitted for three (3) items listed above = 3 points Information submitted any two (2) items listed above = 2 points Information submitted for one (1) item listed above = 1 point No information submitted = 0 point	30

4. PLANT AND EQUIPMENT Bidders to provide and submit evidence of plant equipments, tools, utility vehicles and instrumentations owned or able to rent in order to be able to run the project. instrumentation for testing chiller Scaffolding Utility vehicles Machinery/ Equipment Hand tools Information submitted for all five (5) items listed above = 5 points Information submitted for any four (4) items listed above = 4 points Information submitted for any three (3) items listed above = 3 points Information submitted for any two (2) items listed above = 2 points Information submitted for any one (1) item listed above = 1 point No information submitted = 0 point	10
5. Quality Assurance Quality on past similar in nature projects / experience: Quality evaluated on references from the relevant officials; clients and consultants based on quality of workmanship and overall contract management on contracts of similar nature; scope; complexity in progress or completed – (Based on list of all projects completed or current projects provided on DPW-09 and Annexure A provided. Moreover, Bidders must attach reference positive letter/s from client/s; consultant/s; principle agent/s; etc.) – Not completion certificate/s 0 point = No positive reference letter 1 point = 1 positive reference letter 2 points = 2 positive reference letters 3 points = 3 positive reference letters 4 points = 4 positive reference letters 5 points = 5 / more positive reference letters Failure to complete and submit Annexure A of quality of work performed will result in bidder not being scored for quality assurance.	10
Total	100 Points

Tender no: H22/007AI

4. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA: (Tick applicable preference point scoring system)

☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

5. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if anyone criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

5.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 5 years.

The tendering Service Provider's experience on comparable projects during the past 5 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Tender no: H22/007AI

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 5 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 5 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

Criterion 4: Attendance of compulsory bid clarification meeting, if applicable

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

Tender no: H22/007AI

5.2 Commercial risks:

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

6. CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum 30% Mandatory Subcontracting to SMMEs in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017 – Condition of Tender.	Not applicable
(b)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(f)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

Tender no: H22/007AI

(g)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Applicable
(h)	Labour Intensive Works – Condition of Contract.	Applicable
(i)		Select
(j)		Select

7. COLLECTION OF TENDER DOCUMENTS

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address
Department of Public Works and infrastructure . A non-refundable bid deposit of R 300.00
 is payable (cash only) on collection of the bid documents.

8. SITE INSPECTION MEETING

A pre-tender site inspection meeting will **be** held in respect of this tender.
 Attendance of said pre- tender site inspection meeting is **compulsory**

The particulars for said pre- tender site inspection meeting or virtual bid clarification / site inspection meeting. are:

Venue:	MAIZE BOARD BUILDING PRETORIA (SEFALA BUILDING)		
Virtual meeting link:			
Date:	18 October 2022	Starting time:	10:00

9. ENQUIRIES

Enquiries related to tender documents may be addressed to:

DPWI Project Manager:	Duduzile Maseko	Telephone no:	012 406 1327
Cellular phone no:	060 833 5973	Fax no:	
E-mail:	Duduzile.maseko@dpw.gov.za		

Tender no: H22/007AI

10. DEPOSIT / RETURN OF TENDER DOCUMENTS

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 65 Corner Bosman and Madiba Pretoria, 0001 Attention: Procurement section: Room 1st floor	OR	Deposited in the tender box at: insert physical address insert building name insert street name insert room no
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11. COMPILED BY:

D. Maseko		07/10/22
Name of Project Manager	Signature	Date

2. RETURNABLE DOCUMENTS

DPW-03 (EC): TENDER DATA

Project title:	MAIZE BOARD BUILDING PRETORIA: AIR CONDITIONING AND ELECTRICAL INSTALLATIONS: REPAIR AND MAINTENANCE
Reference no:	

Tender / Quotation no:	H22/007/AI	Closing date:	01 Nov 2022
Closing time:	11:00	Validity period:	12 Weeks (84 Calendar days)

Clause number:	
	The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za). The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.
C.1.1	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
C.1.2	For this contract the three volume approach is adopted. This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement." The three volume procurement document issued by the employer comprises the following: Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC) Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 – Contract Data T2.2 - Returnable schedules Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (Part 1: Data provided by employer) (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC) Part C2: Pricing data C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document) Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC) Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)

Tender no: H22/007/AI

C.1.4	The Employer's agent is: <table border="1"> <tr> <td data-bbox="284 349 515 427">Name:</td><td data-bbox="515 349 1449 427"><i>Insert name of agent</i></td></tr> <tr> <td data-bbox="284 427 515 506">Capacity:</td><td data-bbox="515 427 1449 506"><i>Select</i></td></tr> <tr> <td data-bbox="284 506 515 584">Address:</td><td data-bbox="515 506 1449 584"><i>Insert address of agent</i></td></tr> <tr> <td data-bbox="284 584 515 663">Tel:</td><td data-bbox="515 584 1449 663"><i>Insert tel of agent</i></td></tr> <tr> <td data-bbox="284 663 515 741">Fax:</td><td data-bbox="515 663 1449 741"><i>Insert fax of agent</i></td></tr> <tr> <td data-bbox="284 741 515 808">E-mail:</td><td data-bbox="515 741 1449 808"><i>Insert e-mail address of agent</i></td></tr> </table>	Name:	<i>Insert name of agent</i>	Capacity:	<i>Select</i>	Address:	<i>Insert address of agent</i>	Tel:	<i>Insert tel of agent</i>	Fax:	<i>Insert fax of agent</i>	E-mail:	<i>Insert e-mail address of agent</i>
Name:	<i>Insert name of agent</i>												
Capacity:	<i>Select</i>												
Address:	<i>Insert address of agent</i>												
Tel:	<i>Insert tel of agent</i>												
Fax:	<i>Insert fax of agent</i>												
E-mail:	<i>Insert e-mail address of agent</i>												
C.2.1 C.3.11	A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u> The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof): a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 5 ME or select tender value range select class of construction works** class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: select Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the select tender value range select class of construction works or select tender value range select class of construction works** class of construction work; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a select tender value range select class of construction works or select tender value range select class of construction works** class of construction work ** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: Applicable												

Tender no: H22/007/AI

	B. ELIGIBILITY IN TERMS OF PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT: <table border="1"> <tr> <td data-bbox="343 331 414 448"> ☒ </td> <td data-bbox="414 331 1396 448"> A tenderer having stipulated minimum B-BBEE status level of contributor: ☒ Level 1 or ☒ Level 2 or ☐ Level 3 </td> </tr> <tr> <td data-bbox="343 448 414 537"> ☐ </td> <td data-bbox="414 448 1396 537"> ☐ An EME or ☐ A QSE or ☐ An EME or QSE </td> </tr> </table>	☒	A tenderer having stipulated minimum B-BBEE status level of contributor: ☒ Level 1 or ☒ Level 2 or ☐ Level 3	☐	☐ An EME or ☐ A QSE or ☐ An EME or QSE				
☒	A tenderer having stipulated minimum B-BBEE status level of contributor: ☒ Level 1 or ☒ Level 2 or ☐ Level 3								
☐	☐ An EME or ☐ A QSE or ☐ An EME or QSE								
	C. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID: Note: All bids involving the acquisition of engineering and construction works from cidb Grade 4 and above are subjected to functionality. Note: Functionality will only be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference. <table border="1"> <thead> <tr> <th data-bbox="295 851 1114 884">Functionality Criteria</th> <th data-bbox="1114 851 1433 884">Weighting Factor</th> </tr> </thead> <tbody> <tr> <td data-bbox="295 884 1114 1283"> 1. FINANCIAL CAPABILITY Adequate financial resources. Original / certified bank rating certificate or letter from the bank indicating the bank rating not older than 3 months. Bank rating of "A"= 5 points Bank rating of "B"= 4 points Bank rating of "C"= 3 points Bank rating of "D"= 2 points Bank rating of "E"= 1 point No bank rating submitted = 0 point </td> <td data-bbox="1114 884 1433 1283"> 20 </td> </tr> <tr> <td data-bbox="295 1283 1114 1955"> 2. RELEVANT EXPERIENCE OF THE COMPANY Bidders to provide and submit a list of comparable projects, "comparable projects includes: size of the project (measured against monetary value- project above 4 million); nature of the project (chillers, pumps, air condition, ventilation and electrical installation in buildings) and high rise building, with contactable references for repair and maintenance type projects currently engaged in and or completed during the past 5 years. Projects to be listed in DPW-09 EC form. For completed projects bidders to submit together with the tender document, completion certificates and for current projects bidders to submit together with the tender documents, appointment letters with percentage progress of the project above 60. Five or more completed/current projects = 5 points Four completed/current projects = 4 points Three completed/current projects = 3 points Two completed/current projects = 2 points One completed/current project = 1 point No information submitted = 0 point </td> <td data-bbox="1114 1283 1433 1955"> 30 </td> </tr> <tr> <td data-bbox="295 1955 1114 2022"> 3. PROJECT WORK FORCE </td> <td data-bbox="1114 1955 1433 2022"> 30 </td> </tr> </tbody> </table>	Functionality Criteria	Weighting Factor	1. FINANCIAL CAPABILITY Adequate financial resources. Original / certified bank rating certificate or letter from the bank indicating the bank rating not older than 3 months. Bank rating of "A"= 5 points Bank rating of "B"= 4 points Bank rating of "C"= 3 points Bank rating of "D"= 2 points Bank rating of "E"= 1 point No bank rating submitted = 0 point	20	2. RELEVANT EXPERIENCE OF THE COMPANY Bidders to provide and submit a list of comparable projects, "comparable projects includes: size of the project (measured against monetary value- project above 4 million); nature of the project (chillers, pumps, air condition, ventilation and electrical installation in buildings) and high rise building, with contactable references for repair and maintenance type projects currently engaged in and or completed during the past 5 years. Projects to be listed in DPW-09 EC form. For completed projects bidders to submit together with the tender document, completion certificates and for current projects bidders to submit together with the tender documents, appointment letters with percentage progress of the project above 60. Five or more completed/current projects = 5 points Four completed/current projects = 4 points Three completed/current projects = 3 points Two completed/current projects = 2 points One completed/current project = 1 point No information submitted = 0 point	30	3. PROJECT WORK FORCE	30
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3. PROJECT WORK FORCE	30								

	Bidders to provide and submit workforce (key persons); including copy of the ID, CV's, qualifications, experience & relevant certification (trade test) i.e. (i) (welder, boiler maker, fitter tuner), (ii) chiller plant installer, (iii) electricians (wireman's licences) , (iv) air- conditioner technicians and (v) Health and safety manager, including the company organogram reflecting the key personnel names. Information submitted for all five (5) items listed above = 5 points Information submitted for any four (4) items listed above = 4 points Information submitted for three (3) items listed above = 3 points Information submitted any two (2) items listed above = 2 points Information submitted for one (1) item listed above = 1 point No information submitted = 0 point	
	4. PLANT AND EQUIPMENT Bidders to provide and submit evidence of plant equipments, tools, utility vehicles and instrumentations owned or able to rent in order to be able to run the project. instrumentation for testing chiller Scaffolding Utility vehicles Machinery/ Equipment Hand tools Information submitted for all five (5) items listed above = 5 points Information submitted for any four (4) items listed above = 4 points Information submitted for any three (3) items listed above = 3 points Information submitted for any two (2) items listed above = 2 points Information submitted for any one (1) item listed above = 1 point No information submitted = 0 point	10
	5. Quality Assurance Quality on past similar in nature projects / experience: Quality evaluated on references from the relevant officials; clients and consultants based on quality of workmanship and overall contract management on contracts of similar nature; scope; complexity in progress or completed – (Based on list of all projects completed or current projects provided on DPW-09 and Annexure A provided. Moreover, Bidders must attach reference positive letter/s from client/s; consultant/s; principle agent/s; etc.) – Not completion certificate/s 0 point = No positive reference letter 1 point = 1 positive reference letter 2 points = 2 positive reference letters 3 points = 3 positive reference letters 4 points = 4 positive reference letters 5 points = 5 / more positive reference letters Failure to complete and submit Annexure A of quality of work performed will results in bidder not being scored for quality assurance	10

	Total	100 Points
	<i>(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)</i>	
	Minimum functionality score to qualify for further evaluation:	60

Tender no: H22/007/AI

D. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

D.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 5 years.

The tendering Service Provider's experience on comparable projects during the past 5 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW -09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 5 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past 5 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;

Tender no: H22/007/AI

	3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors; 4. Financial management: payment to suppliers and cash flow problems; 5. Quality of workmanship: extent of reworks and timeous attention to remedial works; 6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman; 7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably; 8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced; 9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract. 10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents. 11. Plant & equipment: sufficient resources on site and in time. 12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims. 13. Final account: extent to which the contractor assisted in finalising the final account. Criterion 3: Suitably qualified and appropriately experienced human resources Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken. Criterion 4: Attendance of compulsory bid clarification meeting, if applicable If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender. D.2 Commercial risks: The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered. Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.
C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1

Tender no: H22/007/AI

C.2.12	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Alternative tender offer permitted: Yes ☐ No ☒
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP
C.2.18	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts): ☒ Together with his tender; or ☐ The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be at:
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.

C.3.9.3	Omit the wording and replace with the following: “Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4.”
C.3.9.4	Omit the wording of the first sentence and replace with the following: “In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:”
C.3.9.4	Add sub paragraph c) to C.3.9.4, as follows: “c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention.”
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	Add the following to sub paragraph a), as follows: The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
C.3.17	Provide to the successful tenderer one copy of the signed contract document.

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	MAIZE BOARD BUILDING PRETORIA: AIR CONDITIONING AND ELECTRICAL INSTALLATIONS: REPAIR AND MAINTENANCE		
Tender / Quote no:	H22/007AI	Reference no:	
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Submission of (PA-29): Certificate of Independent Bid Determination	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i>	1 Page	Yes
Particulars of Tenderer's Projects (DPW-09 EC)		

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also F.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment <i>(if applicable)</i>	-	Yes

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also F.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Record of Addenda to tender documents (DPW-21 EC) <i>(if applicable)</i>	1 Page	Yes
Schedule of proposed sub-contractors (DPW-15 EC) <i>(if applicable)</i>	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) <i>(if applicable)</i>	1 Page	Yes

Mechanical / Electrical / Security Work material and equipment schedules <i>(if applicable)</i>	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) <i>(if applicable)</i>	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	Pages	☐ Yes ☐ No
<i>insert document name</i>	Pages	☐ Yes ☐ No
<i>insert document name</i>	Pages	☐ Yes ☐ No
<i>insert document name</i>	Pages	☐ Yes ☐ No
<i>insert document name</i>	Pages	☐ Yes ☐ No

5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.

e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

Signed by the Tenderer

Name of representative	Signature	Date

DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

Project title:	MAIZE BOARD BUILDING PRETORIA: AIR CONDITIONING AND ELECTRICAL INSTALLATIONS: REPAIR AND MAINTENANCE		
Tender / quotation no:	H22/007AI	Closing date:	01 Nov 2022
Advertising date:	07 October 2022	Validity period:	84 days

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

1.2. Completed projects

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature	Date

DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

Project title:	MAIZE BOARD BUILDING PRETORIA: AIR CONDITIONING AND ELECTRICAL INSTALLATIONS: REPAIR AND MAINTENANCE		
Tender no:	H22/007AI	Reference no:	

OFFER

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

The completion of previously unfinished work covering the repair and maintenance to the air-conditioning and electrical installations at the Maize Board Building (now Sefala building), Pretoria

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

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

THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES (All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS :

Rand (in words):	
Rand in figures:	R

The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer.**

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

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is: CSD supplier number:.....	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are: CSD supplier number:.....
---	----	---

AND WHO IS (if applicable):

Trading under the name and style of:
--

AND WHO IS:

*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
---	---

Tender no:

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents ☐

The official alternative ☐

Own alternative (only if documentation makes provision therefore) .. ☐

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

SECURITY OFFERED:

(a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

(1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐

(2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐
select

(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

(4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

(5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐
select

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

Other Contact Details of the Tenderer are:

Telephone No. Cellular Phone No.

*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"
For Internal & External Use

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

Tender no: H22/007AI

ACCEPTANCE

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

The terms of the contract are contained in:

- Part 1 Agreement and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work
- Part 4 Site information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	Department of Public Works and infrastructure, Private Bag X65, Corner Bosman and Madiba, Pretoria, 0001

WITNESSED BY:

--	--	--

*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Name of witness	Signature	Date
-----------------	-----------	------

Tender no:

Schedule of Deviations

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

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

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

*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"
For Internal & External Use

PA-11: 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 (1) 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

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

- 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:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____ (legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

_____ (project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

15			
16			
17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
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6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

- * Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

B. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
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15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	MAIZE BOARD BUILDING PRETORIA: AIR CONDITIONING AND ELECTRICAL INSTALLATIONS: REPAIR AND MAINTENANCE		
Tender no:	<i>H22/007AI</i>	Reference no:	
Closing date:	<i>01 Nov 2022</i>		

This is to certify that I, _____ representing
 _____ in the company of
 _____ visited the site on: **18 October**
2022.

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

D Maseko		
Name of DPW Representative	Signature	Date

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

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

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

1. GENERAL CONDITIONS

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

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

1.2. The value of this bid is estimated to **Not Exceed** R50 000 000 (all applicable taxes included) and therefore the... **80/20** system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100
1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.	
1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.	

Preference Points Claim for Bids: PA-16

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under

Preference Points Claim for Bids: PA-16

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration



4

Preference Points Claim for Bids: PA-16

Preference Points Claim for Bids: PA-16

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 6(2) and /or 7(2), of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

Preference Points Claim for Bids: PA-16

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8 SUB-CONTRACTING (relates to 5.5)

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

.....%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

.....

(iv) whether the sub-contractor is an EME/ a QSE? YES / NO (delete which is not applicable)

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :.....

9.3 Company registration number

:

9.4 TYPE OF COMPANY/ FIRM

Y Partnership/Joint Venture / Consortium

Y One person business/sole propriety

Y Close corporation

Y Company

Y (Pty) Limited

[TICK APPLICABLE BOX]

Preference Points Claim for Bids: PA-16

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- Y Manufacturer
 Y Supplier
 Y Professional service provider
 Y Other service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

Project title:	MAIZE BOARD BUILDING PRETORIA: AIR CONDITIONING AND ELECTRICAL INSTALLATIONS: REPAIR AND MAINTENANCE		
Tender / Bid no:	H22/007AI	Reference no:	

I, _____ (surname and name),
 identity number, _____ do hereby declare that I am a registered medical
 practitioner, with my practice number being _____, practising at
 _____ (Physical or postal addresses)
 declare that I have examined Mr. / Ms. _____,
 identity number _____ and have found the said person to be
 permanently disabled or having a recurring disability.

“Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.” –

The nature of the disability is as follows:

Thus signed at _____ on this _____ day of _____ 20____

Signature

Date

**OFFICIAL STAMP OF
MEDICAL PRACTITIONER**

DPW-21 (EC): Record of addenda to tender documents

DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	MAIZE BOARD BUILDING PRETORIA: AIR CONDITIONING AND ELECTRICAL INSTALLATIONS: REPAIR AND MAINTENANCE		
Tender no:	H22/007AI	Reference no:	

1. I / We confirm that the following communications received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	MAIZE BOARD BUILDING PRETORIA: AIR CONDITIONING AND ELECTRICAL INSTALLATIONS: REPAIR AND MAINTENANCE		
Tender no:	H22/007AI	Reference no:	

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

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

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1			
2			
3			
4			
5			

Name of representative	Signature	Capacity	Date

Name of organisation:	
------------------------------	--

DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	MAIZE BOARD BUILDING PRETORIA: AIR CONDITIONING AND ELECTRICAL INSTALLATIONS: REPAIR AND MAINTENANCE		
Tender no:	H22/007AI	Reference no:	

Name of Electrical Contractor:	
Address:	
Electrical Contractor registration number at the Electrical Contracting Board of S.A.:	

Name of Tenderer	Signature	Date

DPW-23 (EC): SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	MAIZE BOARD BUILDING PRETORIA: AIR CONDITIONING AND ELECTRICAL INSTALLATIONS: REPAIR AND MAINTENANCE		
Tender no:	H22/007AI	Reference no:	

This schedule should be completed by the tenderer. *(Attach additional pages if more space is required)*

Item	Material / Equipment	Rand (R) (Excluding VAT)
1.		R
2.		R
3.		R
4.		R
5.		R
6.		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works and Infrastructure within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

FORMULA:

The net amount to be added to or deducted from the contract sum:

$$A = V \left(\frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

PA-36: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<u>Valve Products and Actuators</u>	<u>70</u> %
<u>Steel Products and Components for Construction</u>	<u>100</u> %
<u>Electrical and Telecom Cables</u>	<u>90</u> %
<u>Transformers and Shunt reactors</u>	<u>90</u> %
<u>Textile, Clothing, Leather and Footwear</u>	<u>100</u> %
<u>Pumps & Medium Voltage Motors</u>	<u>70</u> %
<u>Plastic Pipes & Fittings</u>	<u>100</u> %

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

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

LOCAL CONTENT DECLARATION **(REFER TO ANNEX B OF SATS 1286:2011)**

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

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

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

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

Page 3 of 4

PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE: _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

(C1)	Tender No.				
(C2)	Tender description:				
(C3)	Designated product(s)				
(C4)	Tender Authority:				
(C5)	Tendering Entity name:				
(C6)	Tender Exchange Rate:	Pula		EU	
(C7)	Specified local content %				

GBP	
-----	--

[illegible]

(C20) Total tender value	R	
(C21) Total Exempt imported content	R	
(C22) Total Tender value net of exempt imported content	R	
(C23) Total Imported content	R	
(C24) Total local content	R	
(C25) Average local content % of tender		

Date: _____

4. Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.

(D2) Tender description:

(D3) Designated Products:

(D4) Tender Authority:

(D5) Tendering Entity name:

(D6) Tender Exchange Rate:

Pula

EU

GBP

Note: VAT to be excluded from all calculations

A. Exempted imported content

				Calculation of imported content							
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt										This total must correspond with	

B. Imported directly by the Tenderer

				Calculation of imported content							
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content						(D32) Total imported value by tenderer R	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

D. Other foreign currency payments

				Calculation of foreign currency payments			
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange		Local value of	
(D46)	(D47)	(D48)	(D49)	(D50)			

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R

Signature of tenderer from Annex B

Date:

4. Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R

(E10) **Manpower costs** (Tenderer's manpower cost)

R

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

R

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

R

(E13) Total local content R

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

3. CONTRACT

DPW-05: (EC) CONTRACT DATA - (GCC (2010) 2nd EDITION: 2010)

Project title:	MAIZE BOARD BUILDING PRETORIA: AIR CONDITIONING AND ELECTRICAL INSTALLATIONS: REPAIR AND MAINTENANCE		
Tender no:	H22/007AI	Reference no:	

	PART 1: DATA PROVIDED BY THE EMPLOYER
	CONDITIONS OF CONTRACT
	The General Conditions of Contract for Construction Works, Second Edition, 2010, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za

CONTRACT SPECIFIC DATA	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, are applicable to this Contract:	
CLAUSES	COMPULSORY DATA
1.1.1.8	Amend Clause 1.1.1.8 to include the word “rights” to read as follows: “Contract Data” means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.
1.1.1.13	Amend Clause 1.1.1.13 as follows, clarify when the defects liability period starts: “Defects Liability Period” means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract. Defects liability period is: 12 months .
1.1.1.14 & 5.14.7	The time for achieving Practical Completion of the whole of the works is: 12 Months measured from the <u>Commencement</u> Date. The time thus stated includes special non-working days and the year-end break. <u>or, if Practical Completion in portions is required,</u> The times for achieving Practical Completion for the portions as set out in the Scope of Works are <i>mutatis mutandi</i> : For portion 1 within <i>insert description as may be applicable</i> For portion 2 within <i>insert description as may be applicable</i> For portion 3 within <i>insert description as may be applicable</i> For portion 4 within <i>insert description as may be applicable</i> <i>(followed by further portions as required)</i> The time for achieving Practical Completion of the whole of the Works is: <i>insert total contract period here, measured from the Commencement Date. The time thus stated includes special non-working days</i>

	and the year-end break.
1.1.1.15	The name of the Employer is: The Government of the Republic of South Africa in its Department of Public Works.
1.1.1.16	The name of the Engineer is: <i>The Government of the republic of South Africa in Its Department of Public Works</i>
1.1.1.26	The Pricing Strategy is a: Re-measurement Contract.
1.1.1.31	Not applicable to this Contract.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35: "Value of Works" means the value of the Works certified by the Engineer as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.
1.2.1.2	Employer's address: Physical Address: <i>Department of Public Works and infrastructure Private Bag X65 Corner Bosman and Madiba Pretoria</i> Postal Address: <i>insert postal address insert town insert postal code</i> Facsimile: <i>insert fax no</i> Telephone: <i>insert tel no</i>
	Engineer's address: Physical Address: <i>insert physical address insert town insert code</i> Postal Address: <i>insert postal address insert town insert postal code</i> Facsimile: <i>insert fax no</i> Telephone: <i>insert tel no</i>
1.3.4	Not applicable to this Contract.
1.3.5	Replace Clause 1.3.5 with the following provisions: (a) The Employer will become the owner of the information, documents, advice, recommendation and

	reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights thereon to which it may be entitled. (b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor. (c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor. (d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies. (e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract. (f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.
3.1.3	1. The Engineer's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following: (a) Appointment of nominated Sub-contractors – clause 4.4.3; (b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12.3, 10.1.5; (c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4; (d) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3; (e) Suspension of the Works – clause 5.11.1; (f) Final Payment Certificate – clause 6.10.9; (g) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1; (h) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.
	2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor. 3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Engineer within the time periods and in the format(s) as

	determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Engineer timeous and in the correct format will invalidate any claim and the consequences of such failure will <i>mutatis mutandis</i> be as stated in clause 10.1.4. 4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Engineer's authority in respect thereof: Clause 6.10.9 – Amend to read as follows: Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 28 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved). Clause 10.1.5 – Amend to read as follows: Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate. 5. Insert the following under 3.1.3: Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Engineer and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Engineer, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Engineer and which has subsequently been rescinded.
3.2.2.1	Amend Clause 3.2.2.1 to insert the word "Plant" to read as follows: Observe the execution of the Works, examine and test material, Plant and workmanship, and receive from the Contractor such information as he shall reasonably require.
3.2.3.2	Amend Clause 3.2.3.2 to insert the word "Plant" to reads as follows: Notwithstanding any authority assigned to him in terms of Clauses 3.2.2 and 3.2.4, failure by the Engineer's Representative to disapprove of any work, workmanship, Plant or materials shall not prejudice the power of the Engineer thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.
4.8.2.1	Amend Clause 4.8.2.1 to include the word "person", as follows: Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or
4.8.2.2	Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows: Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities,
5.3.1	The documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6)

	Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6) insert other requirements insert other requirements insert other requirements
5.3.2	The time to submit the documentation required before commencement with Works execution is: 21 days.
5.4.2	The access to, and possession of, the Site referred to in Clause 5.4.1 shall be enter "exclusive" or "not exclusive" to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply: Insert an exposition of limitation.
5.8.1	The non-working days are: Saturdays and Sundays The special non-working days are: (1) Public Holidays; (2) The year-end break commencing on 16 December until the Sunday preceding the first working Monday of January of the succeeding year.
5.9.1	Amend Clause 5.9.1 as follows: On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.
5.13.1	The penalty for failing to complete the Works is: R per day <u>or</u>, if completion in portions is required, The penalty for failing to complete portion 1 of the Works is: Rinsert penalty amount per day. The penalty for failing to complete portion 2 of the Works is: Rinsert penalty amount per day. The penalty for failing to complete portion 3 of the Works is: Rinsert penalty amount per day. The penalty for failing to complete portion 4 of the Works is: Rinsert penalty amount per day. <i>Followed by further portions as required.</i> The penalty for failing to complete the whole of the works is: Rinsert penalty amount per day.
5.14.1	Amend the second paragraph of Clause 5.14.1 as follows: When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Engineer shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Engineer not issue such a list within the 14 days, the Contractor shall notify the Employer accordingly. Should the Employer not issue such a list within 7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 14th day after the contractor requested the Certificate of Practical Completion.
5.16.1	Amend Clause 5.16.1 to delete the proviso in the third paragraph of this clause.

5.16.2	Amend Clause 5.16.2 as follows: No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Engineer and/or the Employer.
5.16.3	The latent defect period for all works is: 5 years.
6.2.1	The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.
6.2.3	Amend Clause 6.2.3 as follows: If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.
6.5.1.2.3	The percentage allowance to cover overhead charges is: 33%, except on material cost where the percentage allowance is 10%.
6.8.2	Contract Price Adjustment (CPA) will be applicable: Yes . If CPA is indicated as 'Yes' above the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor: The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The value of "x" is 0.15. The values of the coefficients are: a = 0.25. (Labour) b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel) The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are: a = 0.35 (Labour) b = 0.20 (Contractor's equipment) c = 0.35 (Material) d = 0.10 (Fuel) The urban area nearest the Site is Pretoria Central . <i>(Select urban area from Statistical News Release, P0141, Table 7.1.)</i> The applicable industry for the Producer Price Index for materials is insert name of industry. <i>(Select the applicable industry from Statistical News Release, P01421, Table 11.)</i> The area for the Producer Price Index for fuel is insert name of area. <i>(Select the area from Statistical News Release, P01421, Table 12.)</i> The base month is insert month 20insert year. <i>(The month prior to the closing of the tender.)</i>
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 85 %.

6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.
6.10.5	Replace Clause 6.10.5 with the following: <u>In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention</u>, 50% of the retention shall be released to the Contractor when the Engineer issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate. <u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT)</u>, the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Engineer issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate. <u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT)</u>, the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Engineer issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.
7.9.1	Insert the following at the end of Clause 7.9.1: Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer.
8.2.2.1	Insert the following as a second paragraph to Clause 8.2.2.1: The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, failing which the Employer may cause same to be done and recover the reasonable costs associated therewith from the Contractor.
8.4.3	Insert a new Clause 8.4.3 as follows: The Contractor shall on receiving a written instruction from the Engineer immediately proceed at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the Works.
8.6.1.1.1	Amend Clause 8.6.1.1.1 to read as follows: Contract Sum plus 10%.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is: Nil
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is: Nil
8.6.1.3	Amend Clause 8.6.1.3 to delete reference to limit of indemnity, to read as follows: Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from

	or in the course of the fulfillment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if there is one, or otherwise to the issue of the Certificate of Completion.
8.6.1.5	1. Public liability insurance to be effect by the Contractor to a minimum value of: ☒ R5 million or ☐ R insert amount in figures (and in words) With a deductible not exceeding 5% of each and every claim. 2. Support insurance is to be effected by the Contractor to a minimum value of: R insert amount in figures (and in words) With a deductible not exceeding 5% of each and every claim.
8.6.5	Amend Clause 8.6.5 as follows: Save as otherwise provided in the Contract Data, the insurances referred to in Clause 8.6.1 shall be effected with an insurance company registered in the Republic of South Africa. The Contractor shall submit the insurance policy to the Employer for approval, if so requested.
8.6.7	Amend Clause 8.6.7 as follows: If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2.
8.6.8	Insert a new Clause 8.6.8 in provide for high risk insurance for projects executed on areas classified as "High Risk Areas". HIGH RISK INSURANCE In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply: (1) Damage to the Works The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of Completion, bear the full risk of and hereby indemnifies and holds harmless the Employer against any damage to and/or destruction of the Works consequent upon a catastrophic ground movement as mentioned above. The Contractor shall take such precautions and security measures and other steps for the protection of the Works as he may deem necessary. When so instructed to do so by the Engineer, the Contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, at the Contractor's own costs. (2) Injury to Persons or Loss of or damage to Properties The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above. The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability,

	loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the Contract Period. (3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so. (4) The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as set out in Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.
9.1.4	Amend Clause 9.1.4 as follows: In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled to payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3;
9.1.5	Amend Clause 9.1.5 as follows: If the Contract is terminated on any account in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents) , the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition:
9.1.6	This Clause is not applicable to this Contract.
9.2.1.3.8	Insert a new Clause 9.2.1.3.8 as follows: Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1,
9.2.4	Insert a new Clause 9.2.4 as follows, to provide for unilateral termination by the Employer: The Employer shall be entitled at any time to unilaterally terminate or cancel this Contract or any part thereof. Save for the following, the Contractor shall not be entitled to claim any other amounts whatsoever in respect of such termination or cancellation of this Contract. The Employer shall be obliged to pay the Contractor as damages and/or loss of profit the lesser of: 9.2.4.1 An amount not exceeding 10% of the Contract Sum; 9.2.4.2 10% of the value of incomplete work; or 9.2.4.3 The Contractor's actual damage or loss as determined by the Employer after receipt of evidence substantiating any such damage or loss.
9.3.2.2	Amend Clause 9.3.2.2 as follows to delete the proviso on lien: The ownership of Plant and unused materials brought onto the Site by the Contractor, and for which the Employer has not made any payment, shall revert to the Contractor and he shall, with all reasonable dispatch, remove from the Site such Plant, materials and all Construction Equipment and Temporary Works.

9.3.3	Insert the following at the end of Clause 9.3.3 After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever.
10.1.3.1	Amend Clause 10.1.3.1 as follows to insert the word "Plant": All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Engineer, records in a form approved by the Engineer, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all Construction Equipment, labour, Plant and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.
10.1.6	Insert a new Clause 10.1.6 as follows: If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.
10.2.1	Amend Clause 10.2.1 as follows: In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Engineer. This written claim shall be supported by particulars and substantiated.
10.2.2	Amend Clause 10.2.2 as follows: If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.
10.3.2	Amend Clause 10.3.2 as follows to replace "adjudication" with "court": If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred to court proceedings in terms of Clause 10.8, unless amicable settlement is contemplated.
10.3.3	Replace "Engineer" with "Employer".
10.4.2	Amend Clause 10.4.2 as follows to provide for submission to court: If the other party rejects the invitation to amicable settlement in writing or does not respond in writing to the invitation within 14 days, or amicable settlement is unsuccessful, either party may submit the dispute to court.
10.4.4	Amend Clause 10.4.4 to delete reference to "adjudication" and "arbitration" to read as follows: Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.
10.5 10.6 & 10.7	The entire provisions of these Clauses are not applicable to this Contract.
10.10.3	Amend Clause 10.10.3 as follows to reword and remove reference to "arbitrator": The court shall have full power to open up, review and revise any ruling, decision, order, instruction,

	certificate or valuation of the Engineer and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Engineer or Employer for the purpose of obtaining his ruling.
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	PART 2: DATA PROVIDED BY THE CONTRACTOR
1.1.1.9	The name of the Contractor is: <i>Insert legal name of Contractor</i>
1.2.1.2	The address of the Contractor is: Physical Address: <i>insert physical address</i> <i>insert town</i> <i>insert code</i> Postal Address: <i>insert postal address</i> <i>insert town</i> <i>insert postal code</i> Facsimile: <i>insert fax no</i> Telephone: <i>insert tel no</i>
6.2.1	The security to be provided by the Contractor shall be one of the following: (a) Cash deposit of 10 % of the Contact Sum (excl. VAT) ☐ YES or ☐ NO (b) Variable performance guarantee of 10 % of the Contract Sum (excl. VAT) ☐ YES or ☐ NO (c) Retention of 10 % of the value of the Works (excl. VAT) ☐ YES or ☐ NO (d) Cash deposit of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT) ☐ YES or ☐ NO (e) Performance guarantee of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT) ☐ YES or ☐ NO NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE (GCC (2010) 2nd EDITION: 2010)

Director-General
Department of Public Works and Infrastructure
Government of the Republic of South Africa

FOR ATTENTION

Department of Public Works and infrastructure
Private Bag X65
Pretoria Central, Corner Bosman and Madiba
0001

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC (2010) 2nd EDITION 2010

1. With reference to the contract between _____
_____ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the “**employer**”), Contract/Tender No: **H22/007AI**, for the **Mechanical and Electrical work** (hereinafter referred to as the “**contract**”) for the sum of R **insert amount**, (**insert amount in words**), (hereinafter referred to as the “**contract sum**”).

I / We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer**’s disposal the sum of R **insert amount**, (**insert amount in words**) being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the **contract**.
2. I / We advise that the **guarantor**’s liability in terms of this guarantee shall be as follows:
 - (a) From and including the date on which this guarantee is issued and up to and including the day before the date on which the last **certificate of completion** of works is issued, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
 - (b) The **guarantor**’s liability shall reduce to 5 % of the **value of the works** (excluding VAT) as determined at the date of the last **certificate of completion** of works, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT);
 - (c) This guarantee shall expire on the date of the last **final approval certificate**.
3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer**’s opinion and sole discretion):
 - (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;
or

Tender no: (Insert Tender Number)

- (b) the **contractor's** estate is sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
 5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
 6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
 7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
 8. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
 - (b) shall lapse in accordance with clause 2 (c) above.
 9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ **ON THIS** _____ **DAY OF** _____ **20** _____

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.**
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.**
- C. This GUARANTEE must be returned to:** _____

DPW-10.4 (EC): FIXED CONSTRUCTION GUARANTEE GCC (2010) 2nd EDITION: 2010

Director-General
Department of Public Works and Infrastructure
Government of the Republic of South Africa

FOR ATTENTION

Department of Public Works and infrastructure
Private Bag X65
Pretoria Central, Corner Bosman and Madiba
0001

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC 2ND EDITION 2010

1. With reference to the contract between _____

(hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the “**employer**”), Contract/Tender No: **H22/007AI**, for the **Mechanical and Electrical work** (hereinafter referred to as the “**contract**”), for the sum of R **insert amount**, (**insert amount in words**), (hereinafter referred to as the “**contract sum**”).

I / We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer**’s disposal the sum of R **insert amount**, (**insert amount in words**) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the **contract**.
2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer**’s opinion and sole discretion):
 - (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;
or
 - (b) the **contractor**’s estate is sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
3. Subject to the above, but without in any way detracting from the **employer**’s rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Tender No: **H22/007AI**

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
7. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of completion** of works.
8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20 ____.

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to: _____

4. PRICING DATA

PG-02.1 (EC) PRICING INSTRUCTIONS – (GCC (2010) 2nd EDITION: 2010)

Project title:	MAIZE BOARD BUILDING PRETORIA: AIR CONDITIONING AND ELECTRICAL INSTALLATIONS: REPAIR AND MAINTENANCE		
Tender no:	<i>H22/007AI</i>	Reference no:	

C2.1 Pricing Instructions

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Standard, Project and Particular Specifications) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to remeasuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Standard, Project and Particular Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2010. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities will lead to the disqualification of the Tenderer.

5. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Tender no: H22/007A1

Each item shall be priced and extended to the “Total” column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as “inclusive” or “not applicable” have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words “rate only” appear in the “Total” column. “Rate Only” items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For “Rate Only” items no quantities are given in the “Quantity” column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

The Tenderer shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

7. ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication or addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

Tender no: H22/007A1

8. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

No.	=	Number
%	=	Percent
Sum	=	Lump sum
PCsum	=	Prime cost sum
Prov sum	=	Provisional sum
m ³ .km	=	Cubic metre - kilometre
Km-pas	=	kilometre - pass
m ² .pass	=	square metre – pass

Tender no: *H22/007AI*

C2.1 Bill of Quantities

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE



BILLS OF QUANTITIES

Comprising of:

Section 1 - Preliminaries and General

Section 2 - Electrical Installations

Section 3 - Mechanical Installations

Section 4 - Final Summary



**MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PART 1A: PRELIMINARY AND GENERAL				
	The agreement is to be the General Conditions of Contract (GCC 2010) (Second Edition), Published by the SA Institution of Civil Engineering.				
	The preliminaries are to be the Construction and management requirements for works contracts - Part 1: General engineering and construction works (SANS 1921 -1: 2004 Edition 1) prepared by Standards South Africa and shall be deemed to be incorporated herein.				
	Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary.				
	Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading.				
	Where any item is not relevant to this specific contract such items is marked N/A (signifying "not applicable").				
	Adjustment of the preliminaries: each item priced, is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time.				
	Time (T) related Preliminaries will only be adjusted for omissions or additions, issued by the Employer, or delays caused by the Employer, for which variation and extension of time has been granted.				
	SECTION A: GENERAL CONDITIONS OF CONTRACT				
A1	General (Clause 1)				
	F: V: T:	Item			
A2	Basis of Contract (Clause 2)				
	F: V: T:	Item			
A3	Engineer (Clause 3)				
	F: V: T:	Item			
A4	Contractor's General Obligation (Clause 4)				
	F: V: T:	Item			

SECTION 1: PRELIMINARIES AND GENERALS



**MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	CARRIED FORWARD				



**MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
A5	Time and Related Matters (Clause 5)				
	F: V: T:	Item			
A6	Payment and Related Matters (Clause 6)				
	F: V: T:	Item			
A7	Quality and Related Matters (Clause 7)				
	F: V: T:	Item			
A8	Risk and Related Matters (Clause 8)				
	F: V: T:	Item			
A9	Termination of Contract (Clause 9)				
	F: V: T:	Item			
A10	Claims and Disputes (Clause 10)				
	F: V: T:	Item			
	SECTION B: SANS 1921-1:2004 (Edition 1): CONSTRUCTION AND MANAGEMENT REQUIREMENTS FOR WORKS CONTRACTS: PART 1				
B1	Scope				
	F: V: T:	Item			
B2	Normative references				
	F: V: T:	Item			
B3	Definitions				
	F: V: T:	Item			
B4	Requirements for construction and management				
	F: V: T:	Item			
B4.1	General				
	F: V: T:	Item			
B4.2	Responsibilities for design and construction				
	F: V: T:	Item			
B4.3	Planning, programme and method statements				
	F: V: T:	Item			

SECTION 1: PRELIMINARIES AND GENERALS



**MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	CARRIED FORWARD				



**MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
B4.4	Quality assurance				
	F: V: T:	Item			
B4.5	Settling out				
	F: V: T:	Item			
B4.6	Management and disposal of water				
	F: V: T:	Item			
B4.7	Blasting				
	F: V: T:	Item			
B4.8	Works adjacent to services and structures				
	F: V: T:	Item			
B4.9	Management of the works and site				
	F: V: T:	Item			
B4.10	Earthworks				
	F: V: T:	Item			
B4.11	Testing				
	F: V: T:	Item			
B4.12	Materials, samples and fabrication drawings				
	F: V: T:	Item			
B4.13	Equipment				
	F: V: T:	Item			
B4.14	Site establishment				
	F: V: T:	Item			
B4.15	Survey control				
	F: V: T:	Item			
B4.16	Temporary works				
	F: V: T:	Item			
B4.17	Existing services				
	F: V: T:	Item			

SECTION 1: PRELIMINARIES AND GENERALS



**MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	CARRIED FORWARD				



**MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
B4.18	Health and safety				
	F: V: T:	Item			
B4.19	Environmental requirements				
	F: V: T:	Item			
B4.20	Alterations, additions, extensions and modifications to existing works				
	F: V: T:	Item			
B4.21	Inspection of adjoining structures, services, buildings and property.				
	F: V: T:	Item			
B4.22	Attendance on nominated and selected subcontractors				
	F: V: T:	Item			
	SECTION C: SCOPE OF WORK IN ACCORDANCE WITH SANS 10403				
	(The reference to clauses refer to table B.1 of SANS 1921-1:2004)				
C1	Cerification by recognised bodies - (Clause 4.4)				
	F: V: T:	Item			
C2	Agrément - (Clause 4.5)				
	F: V: T:	Item			
C3	Other services and facilities - (Clause 4.8)				
	F: V: T:	Item			
C4	Recording of weather - (Clause 5.2)				
	F: V: T:	Item			
C5	Management meetings - (Clause 5.3)				
	F: V: T:	Item			
C6	Daily records - (Clause 5.6)				
	F: V: T:	Item			
C7	Permits - (Clause 5.9)				
	F: V: T:	Item			
	CARRIED FORWARD				



**MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
C8	Proof of compliance with the law - (Clause 5.10)				
	F: V: T:	Item			
	SECTION D: SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 (Table A.1)				
D1	Requirements for drawings, information and calculations for which the contractor is responsible - (Clause 4.1.7)				
	F: V: T:	Item			
D2	The planning, programme and method statements- (Clause 4.3)				
	F: V: T:	Item			
D3	Samples of materials. Workmanships and finishes - (Clause 4.12.1)				
	F: V: T:	Item			
D4	Fabrication drawings that the contractor is to provide and deliver to the employer - (Clause 4.12.2)				
	F: V: T:	Item			
D5	Office for the foreman - (Clause 4.14.3)				
	F: V: T:	Item			
D6	Telephone - (Clause 4.14.3)				
	F: V: T:	Item			
D7	Office for inspector of works - (Clause 4.14.3)				
	F: V: T:	Item			
D8	Telephone in office for inspector of works - (Clause 4.14.3)				
	F: V: T:	Item			
D9	Provision and erection of signboards - (Clause 4.14.6)				
	F: V: T:	Item			
D10	Termination, diversion or maintenance of existing services - (Clause 4.17.1)				
	F: V: T:	Item			
D11	Services which are known to exist - (Clause 4.17.3)				
	F: V: T:	Item			
	CARRIED FORWARD				



**MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
D12	Detection apparatus - (Clause 4.17.4)				
	F: V: T:	Item			
D13	Additional health and safety requirements - (Clause 4.18)				
	F: V: T:	Item			
	SECTION E: SPECIFIC PRELIMINARIES				
	(Section E contains specific preliminaries items which apply to this contract except where "N/A" (Not applicable) appears against the item.				
E1	WORKING OVER THE WEEKEND				
	Contractor to make allowance to work over the weekend in order to allow for the disconnection of utilities and the connection of the generator. The weekend to be used for disconnection and connection and must be communicated to the Department two weeks in advance.				
	F: V: T:	Item			
E2	SITE INSTRUCTIONS				
	Site instructions issued on site are to be recorded in triplicate in a Site Instruction book which is to be maintained on site by the Contractor				
	F: V: T:	Item			
E3	PLANT RECORD				
	At every site meeting, the Contractor shall provide the Engineer/Principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.				
	F: V: T:	Item			
E4	SITE OFFICE				
	The Contractor is to allow for the provision and removal of a site office in accordance with the Principal Agent's requirements. To accommodate 6 persons.				
	F: V: T:	Item			
E5	TRADE NAMES				
	Wherever a Trade Name for any product has been described in the Bill of Quantities, the Bidder's attention is drawn to the fact that any other product of equal quality may be used, subject to the written approval of the Principal Agent being obtained prior to the closing date for the submission of the Bids.				
	F: V: T:	Item			
	CARRIED FORWARD				



**MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
E6	INACCURATE AND DEFECTIVE WORK EXECUTED UNDER PREVIOUS CONTRACT				
	The contractor shall, after taking possession of the site and before commencing the work, check all levels, liners, profiles and the like and satisfy himself as to the dimensional accuracy of all work executed under the previous contract which may affect his work.				
	Should any inaccurate or detective work be found, the contractor shall immediately notify the principal agent in writing requesting his instructions with regard thereto and afford every facility to those rectifying such inaccurate or defective work.				
	F: V: T:	Item			
E7	VIEWING THE SITE IN SECURITY AREAS				
	If the site is situated in a security area and the bidder must arrange with the Authorities to obtain permission to enter the site for Bidding purposes.				
	F: V: T:	Item			
E8	COMMENCEMENT OF WORKS IN SECURITY AREAS				
	If the works falls within a security area, the contractor must arrange with the Authorities and give the necessary notices before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account.				
	F: V: T:	Item			
E9	ENTRANCE PERMITS TO SECURITY AREAS				
	If the works falls within a security area, the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which be issued from the time to time regarding the protection of persons and property under the control of the Authority.				
	F: V: T:	Item			
E10	PROHIBITION ON TAKING PHOTOGRAPHS				
	In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs, except when authorised thereto by or on behalf of the Minister				
	The same prohibition is also applicable to all Correctional Institutions in terms of article 44.1 of the Correctional Services Act 8 of 1959.				
	F: V: T:	Item			

SECTION 1: PRELIMINARIES AND GENERALS



**MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	CARRIED FORWARD				



**MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
E11	TOILET FACILITIES				
	Allow for the supply and removal of portable toilet facilities. The contractor is to maintain the cleanliness of the facilities throughout the contract period. The contractor must provide enough toilets for his/her entire workforce.				
	F: V: T:	Item			
E12	MANAGEMENT OF WATER				
	Water for Construction purposes must be obtained from alternative water sources (i.e. supply other than water that is produced and distributed by a regulated water service authority from a licensed water treatment works for human consumption), e.g. dams, rivers, boreholes, springs, rainwater harvesting, recycled sewerage water, etc. The alternative water source shall not be of an inferior quality/ standard than that required for construction purposes. The client reserves the right through his agents to test such supplies or request certificates confirming the grade and nature of the water supply. Relevant knowledge of the respective area will be an advantage.				
	F: V: T:	Item			
E13	OCCUPATIONAL HEALTH AND SAFETY ACT & CONSTRUCTION REGULATIONS				
	It is required of the Contractor to thoroughly study the Health and Safety specification that must be read together with and is deemed to be incorporated under this section of the Bill of Quantities. Provision for pricing thereof is made under items E12.1 to E12.15 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained.				
	The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety specification is compulsory. In the event of partial or total non-compliance, the Principal Agent, notwithstanding the provisions of Clause 6 of Section 1: Preliminaries (Part A) or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the Contractor provides satisfactory proof of compliance. The Contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.				
	All references hereafter are to Regulations of the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).				
	CARRIED FORWARD				



**MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
	The contractor shall, in submitting his bid, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations.				
	F: V: T:	Item			
E13.1	NOTIFICATION OF CONSTRUCTION WORK (Construction Regulations 3)				
	The contractor shall, before commencing work, notify the Department of Labour of the intend construction work in terms o Regulation 3. The Contractor shall submit the notification in writing, on the appropriate form, prior to commencement of work.				
	F: V: T:	Item			
E13.2	HEALTH AND SAFETY PLAN (Construction regulations 5.4)				
	The Contractor shall provide and demonstrate to the Principal Agent a suitable and sufficiently documented health and safety plan based on the Act, Construction Regulations and the health and safety specification, which shall be applied from the date of commencement of and for the duration of the construction work. The Contractor shall ensure that a copy of the health and safety plan is available on request to an employee, inspector, sub contractor or principal agent all in terms of Regulation 5.				
	F: V: T:	Item			
E13.3	REGISTRATION WITH THE COMPENSATION FUND (Construction Regulations 5.3 f)				
	The Contractor shall provide proof of his registration and good standing with the Compensation Fund or a licensed compensation insurer prior to the commencement of work				
	F: V: T:	Item			
E13.4	HEALTH AND SAFETY FILE (Construction Regulation 5.7)				
	The contractor shall ensure that a health and safety file, which shall include all documentation required in terms of health ans safety specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Principal Agent or inspector upon request. Upon completion of the works, the contractor shall hand over a consolidated health and safety file to the principal agent.				
	F: V: T:	Item			
	CARRIED FORWARD				



**MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
E13.5	SUPERVISION OF CONSTRUCTION WORK (Safety officer) (Construction Regulation 6)				
	The Contractor shall appoint a full-time competent employee in writing as the construction supervisor, with the duty of supervising the construction work.				
	The Contractor shall appoint a full-time or part-time construction safety officer in writing to assist in the control of all safety related aspects on the site. Such appointments are required to ensure that at all times the requirements of the Act and Construction Regulations are adhered to. Refer to Regulation 6.				
	F: V: T:	Item			
E13.6	RISK ASSESSMENT AND SAFETY POLICY (Construction Regulation 7)				
	Before commencing work the Contractor shall cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan. A copy of the risk assessment shall be available on site at all times for inspection.				
	The Contractor shall at all time carry out the works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. He shall take all precautions regarding training of employees in any hazards and the related work procedures, health and safety induction training of employees, visitors or any other persons entering the site and provide personal protective equipment to all employees and visitors to site which are necessary and adequate to eliminate any conditions which contribute to the risk of injury to persons or damage to property in terms of Regulation 7.				
	F: V: T:	Item			
E13.7	SIGNIFICANT HAZARD IDENTIFICATION RISK ASSESSMENT PREPARED BY THE DESIGN CONSULTANTS				
	The Contractor shall allow for additional financial provision, if any , to take the necessary precautions regarding the significant hazards and risks identified and assessed by the design consultants.				
	F: V: T:	Item			
E13.8	ADDITIONAL FINANCIAL PROVISION				
	The Contractor shall allow for additional financial provision, if any, to comply with the requirements of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction Regulations issued there under which have not been specifically elsewhere.				
	F: V: T:	Item			

SECTION 1: PRELIMINARIES AND GENERALS

 public works & infrastructure Department: Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS ELECTRICAL AND MECHANICAL ENGINEERING SERVICES					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	CARRIED FORWARD				



**MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
E13.9	FALL PROTECTION PLAN (Construction Regulation 8)				
	The Contractor shall, before commencing any construction work submit a fall protection plan identified all steps to be taken in order to ensure the continued adherence to the fall protection plan and shall include a risk assessment of all work carried out from a relevant position. The fall protection plan shall form part of the health and safety plan and file.				
	F: V: T:	Item			
E13.10	PHYSICAL AND PSYCHOLOGICAL FITNESS (Construction Regulation 8.2 (b))				
	The Contractor and sub-contractor shall before commencing any construction work submit proof of his employees that shall carried out work from an elevated position their physical and psychological fitness and shall be recorded in the health and safety file.				
	F: V: T:	Item			
E13.11	CONSTRUCTION VEHICLES AND MOBILE PLANT (Construction Regulations 21)				
	The Contractor and sub-contractors shall ensure that all operated workers received training and been certified competent to operate such vehicles, and are physical and psychological fit to operate such construction vehicles and mobile plants and shall be recorded in the health and safety file.				
	F: V: T:	Item			
E13.12	TRAINING (Construction Regulation 8 (c))				
	The Contractor and sub-contractor shall, before commencing any construction work, submit his training program of all his employees. This program shall form part of the health and safety plan.				
	F: V: T:	Item			
E13.13	DEMOLITION WORK (Construction Regulations 12)				
	The Contractor shall, before any demolition work shall be carried out, submit all methods of demolition to be used. This method shall form part of the health and safety plan and file.				
	F: V: T:	Item			
E13.14	REMOVAL AND DISPOSAL OF ASBESTOS MATERIAL (Asbestos Regulation)				
	The principle contractor shall appoint a contractor that is registered with the Department of Labour as an AIA. The contractor must allow for:				
	NOTIFICATION OF ASBESTOS PROCESSING				



**MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PERSONAL PROTECTIVE EQUIPMENT				
	CARRIED FORWARD				
	BROUGHT FORWARD				
	PACKAGING AND TRANSPORT AND STORAGE TO DISPOSAL SITE				
	DEMOLITION WORK				
	LABELLING, INFORMATION, ETC.				
	F: V: T:	Item			
E13.15	RISK COMPLIANCE AREAS (As Outlined In "Volume Three": Covid-19 Guidelines for Management of Risk on Construction Sites and Covid-19 addendum (Item 1-12) attached to Health and Safety specification)				
	· Disinfection of the workplace at regular intervals as outlined within the Guidelines "Annexure A" Workplace Preparation Procedure;				
	· Ensure Staff and Security Staff have PPEs (i.e. masks, gloves, sanitisers, etc.)				
	· Installed thermal scanners to check temperature of all staff and visitors. Ensure training of Security Staff for use of thermal scanners. Register to be implemented for staff and visitors to site with identification criteria "ID number, Name, Age, Health Status and Contact details";				
	· Isolation room identified/constructed on site;				
	· Ensure sanitisers and soap are available in locker rooms for staff;				
	· Ensure staff or visitors are wearing masks before entering;				
	· Ensure social distance on site;				
	· Notification about the restriction of the number of people allowed on site at one time;				
	· Disinfection of rooms for meetings and strictly keeping to social distancing and wearing masks;				
	· Plans to rotate work force on percentage allowable on site to comply with regulations;				
	· Permits issued by Authorising Authority for Work Force and vehicles for Cross Provincial and District Borders				
	F: V: T:	Item			
E14	IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)				
	The contractor shall comply with all the requirements of the "Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed temporary workers on a labour intensive infrastructure project under the Expanded Public Works Programme (EPWP)				



**MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	The contractor shall maintain daily records with regard to the workers employed and shall, on a monthly basis, submit a report (Contract, ID Copy, Attendance register,				
	CARRIED FORWARD				
	BROUGHT FORWARD				
	Proof of payment) to the principal agent in the prescribed format. Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in said report, all as defined in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)"				
	Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained				
	F: V: T:	Item			
E14.1	DECLARATION - EPWP PROGRAMME				
	The contractor must adhere to all rules, regulations and requirements regarding the EPWP programme, specifically but not limited to the following:				
	1. Labour intensive construction methods (LIC)				
	1.1 Comply to implementation of LIC BOQ items specified elsewhere in the tender documents				
	2. Recruitment and placement of EPWP NYS				
	2.1 Recruitment, placement and exposure training of 7 (Seven) participants				
	2.2 Comply to EPWP BOQ specifications and code of good practice				
	3. Recruitment and placement of local labourers				
	3.1 Recruitment and placement of minimum 5 (Five) local labourers				
	3.2 Comply with applicable wage order/determination or agreement, in terms of labour relations act or wage act				
	4. Comply with EPWP monthly reporting requirements				
	Monthly prepare and submit below EPWP reports attached to monthly payments certificate				
	4.1 All employees and EPWP participants contracts				
	4.2 All employees and EPWP participants certified SA ID copies				
	4.3 All employees and EPWP attendance register				
	4.4 All employees and EPWP proof of payment				
	4.5 EPWP reports populated on standard templates				
	5. Penalties for non compliance				
	Acknowledge non compliance of R3000-00 (Three thousand rand) per month per participant				



**MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	F: V: T:	Item			
E15	HIV/AIDS AWARENESS				
	It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be				
	CARRIED FORWARD				
	BROUGHT FORWARD				
	incorporated under this Section of the Bills of Quantities. Provision for pricing of HIV/AIDS awareness is made under items E14.1 to E14.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained				
	The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment				
E15.1	AWARENESS CHAMPION				
	Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification				
	F: V: T:	Item			
E15.2	AWARENESS WORKSHOPS				
	Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multimedia techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification				
	F: V: T:	Item			
E15.3	POSTERS, BOOKLETS, VIDEOS, ETC.				
	Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification				
	F: V: T:	Item			

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 public works & infrastructure Department: Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS ELECTRICAL AND MECHANICAL ENGINEERING SERVICES					
TENDER NUMBER:					
SECTION 2 - ELECTRICAL INSTALLATION FOR MAIZE BOARD BUILDING					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2,1	LIGHTING INSTALLATION				
	Supply, deliver and install light switches and occupancy sensors				
2.1.1	occupancy sensor light switch	ea	266		
2.1.2	Photocell complete installed inside IP55 enclosure	ea	5		
	Supply, deliver and install retrofit lamps, fittings and accessories as per the lighting schedule				
2.1.3	Type D1 (1200*600)	ea	245		
2.1.4	Type D2 (600*600)	ea	32		
2.1.7	Type G	ea	16		
2.1.8	Type J	ea	4		
2.1.9	Type H	ea	68		
2.1.10	Type K	ea	6		
2.1.11	Installation, Testing and Commissioning of the lighting installation with all light fittings	sum	1		
2,2	WIRING, WIRE WAYS AND ACCESSORIES				
	Rewiring PVC insulated stranded copper conductors where wires are damaged				
2.2.1	1,5mm ² PVC wiring	m	420		
2.2.2	2,5mm ² PVC wiring	m	550		
2.2.3	4,0mm ² PVC wiring	m	115		
2.2.4	6,0mm ² PVC wiring	m	120		
	Rewiring insulated stranded copper earth conductors where wires are damaged				
2.2.5	1,5mm ² BCEW wiring	m	420		
2.2.6	2,5mm ² BCEW wiring	m	650		
2.2.7	4,0mm ² BCEW wiring	m	140		
2,3	LIGHTNING PROTECTION, BONDING AND EARTHING				
	Lightning Protection				
2.3.1	Testing, Repair and Commissioning of the lightning protection by the specialist and issuing of a report	Sum	1		
	Bonding and Earthing:				
2.3.2	Testing, Repair and Commissioning of earth resistance by an earthing specialist and issuing of a report	Sum	1		
2,4	TRANSFORMER				
2.4.1	Testing, Repair and Commissioning of the 800 kVA transformer	sum	1		
2.4.2	Provision for power supply during the repairs of the above	sum	1		
CARRIED FORWARD					

 public works & infrastructure Department: Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS ELECTRICAL AND MECHANICAL ENGINEERING SERVICES					
TENDER NUMBER:					
SECTION 2 - ELECTRICAL INSTALLATION FOR MAIZE BOARD BUILDING					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
2,5	X-RAY SCANNER AND METAL DETECTOR				
	Testing, Repairs and Commissioning of scanning and detection devices:				
2.5.1	DETELEC Model 6040 800VA (500kg) X-ray machine inspection system for screening all bags, letters and parcels entering and leaving the premises, complete as per specification	ea	1		
2.5.2	DETELEC ECS-800D Walk through metal detector (with internal clearance of 698mm) inclusive of bolts, brackets, nuts and all other miscellaneous equipment, consumables required to make this installation complete as per specification	ea	1		
2,6	LT PANEL AND DISTRIBUTION BOARDS REFURBRISHMENT				
2.6.1	Refurbishment of Main LT Panel as per electrical supplementary specifications	ea	1		
2.6.2	Refurbishment of all DBs as per electrical supplementary specifications	ea	23		
2.6.3	Installation of Type 2 Surge Arrestors on all the DB's complete with all accessories	ea	24		
2.6.4	Installation of a combination of Type 1 and 2 Surge Arrestors on the Main LT Panel, complete with all accessories	ea	1		
2,7	POWER OUTLETS AND ISOLATORS				
2.7.1	Repairing of all non-functional power points.	sum	1		
2,8	TESTING AND COMMISSIONING OF ALL ELECTRICAL WORK DONE				
2.8.1	Issuing of the COC for the above items 2.1 to 2.7	sum	1		
SECTION 2 - ELECTRICAL INSTALLATIONS TOTAL CARRIED FORWARD TO SUMMARY					

MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS					
					
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES					
TENDER NUMBER:					
SECTION 3 - MECHANICAL INSTALLATION FOR MAIZE BOARD BUILDING					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3.1	PUMP AND AIR-HANDLING UNIT PLANT ROOM				
3.1.1	Replace damaged insulation on supply air ducting from the AHU to the outside of the plantroom	m	30		
3.1.2	Repair, clean & paint in a uniform colour all ducting in AHU plant room	m	30		
3.1.3	Balance fresh air flow rate through AHU to within design tolerances.	Item	1		
3.1.4	Replace very flimsy supports for all ducting with robust supports	No	10		
3.1.5	Flexible diaphragm type expansion tank c/w all accessories				
	Supply	No	1		
	Install	No	1		
3.1.6	Motorised 3-way modulating valve, 80 mm, to fresh air cooling coil.				
	Supply	No	1		
	Install	No	1		
3.1.7	Complete all chilled water and mains water pipe work	Sum	1		
3.1.8	Check, service, repair or replace all automatic air vents and drain points	Item	1		
3.1.9	Pressure test all chilled water piping. This to be done prior to fitting the insulation and cladding.	Item	1		
3.1.10	After completion of successful pressure testing, insulate and clad to specifications	Item	1		
3.1.11	Repair and/or refurbishment of primary and secondary chilled water pumps	Item	1		
3.1.12	Repair and/or refurbishment of standby chilled water pump	Item	1		
3.1.13	Repair and/or refurbishment of all valves				
	Ø150mm	No	8		
	Ø100mm	No	4		
	Ø80mm	No	6		
	Ø25mm	No	1		
	Ø20mm	No	1		
3.1.14	Entering and leaving air temperature sensors for AHU				
	Supply	No	4		
	Install	No	4		
3.1.15	Entering and leaving water temperature sensors for AHU				
	Supply	No	2		
	Install	No	2		
3.1.16	Entering and leaving humidity sensors for AHU				

MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS					
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES					
TENDER NUMBER:					
SECTION 3 - MECHANICAL INSTALLATION FOR MAIZE BOARD BUILDING					
	Supply	No	3		
	Install	No	3		
CARRIED FORWARD					

 public works & infrastructure Department: Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA					
MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS ELECTRICAL AND MECHANICAL ENGINEERING SERVICES					
TENDER NUMBER:					
SECTION 3 - MECHANICAL INSTALLATION FOR MAIZE BOARD BUILDING					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
3.1.17	Air flow switches for AHU				
	Supply	No	2		
	Install	No	2		
3.1.18	Electronic temperature controllers for AHU				
	Supply & Install	No	2		
3.1.19	North and South-side overheat thermostats (1st stage) for AHU				
	Supply	No	2		
	Install	No	2		
3.1.20	North and South-side overheat thermostats (2nd stage) for AHU				
	Supply	No	2		
	Install	No	2		
3.1.21	Replace air filters to AHU. Filters to be 50 mm, 600 x 600 mm, washable with 80% arrestance.				
	Supply	No	12		
	Install	No	12		
3.1.22	Auto-full valve for expansion tank, 20mm dia				
	Supply	No	1		
	Install	No	1		
3.1.23	Non-return valve, 20mm dia				
	Supply	No	1		
	Install	No	1		
3.1.24	Safety valve , 20mm dia				
	Supply	No	1		
	Install	No	1		
3.1.25	Thermometers				
	Supply	No	2		
	Install	No	2		
3.1.26	Pressure gauges				
	Supply	No	2		
	Install	No	2		
3.1.27	Ball valves, Nominal bore				
3.1.27.1	100mm dia				
	Supply	No	1		

MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS					
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES					
TENDER NUMBER:					
SECTION 3 - MECHANICAL INSTALLATION FOR MAIZE BOARD BUILDING					
	Install	No	1		
CARRIED FORWARD					

MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS					
					
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES					
TENDER NUMBER:					
SECTION 3 - MECHANICAL INSTALLATION FOR MAIZE BOARD BUILDING					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
3.1.27.2	80mm dia				
	Supply	No	1		
	Install	No	1		
3.1.27.3	25mm dia				
	Supply	No	1		
	Install	No	1		
3.1.27.4	20mm dia				
	Supply	No	1		
	Install	No	1		
3,2	CHILLER PLANT ROOM				
	Replacement and commissioning of the existing chillers as detailed below.				
3.2.1	Supply, Delivery to site, Installation, Testing of Air Cooled Chiller Units complete with fittings, fixings, any reducing fittings that may be required, mounting accessories, commissioning of unit and to include power supply from electricians point to Chiller. Chiller capacity: 600kW nominal cooling, CHW 6/12°C.	Sum	2		
3.2.2	Rigging of chillers into position.	Item	1		
3.2.3	Chiller Electrical cable re-connection	Item	1		
3.2.4	Chiller plant management system	Sum	1		
3.2.5	Evap piping reconfiguration. Pressure test refrigeration piping circuits	Item	1		
3.2.6	Re-commissioning of a system	Sum	1		
3.2.7	Supply and Install new hand rails over pipe bridge (4m long)	No	1		
3.2.8	New hand rails: Grind all burrs and sharp edges smooth and then prime paint to specifications	Item	1		
3.2.9	New hand rails: Paint overcoat to specifications	Item	1		
3.2.10	Check, service, repair or replace all automatic air vents and drain points	Item	1		
3.2.11	Pressure test water piping circuits	Item	1		
3.2.12	On completion of successful pressure testing of water circuits insulate pipes to specifications	Item	1		

 public works & infrastructure Department Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA		MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS ELECTRICAL AND MECHANICAL ENGINEERING SERVICES
TENDER NUMBER:		
SECTION 3 - MECHANICAL INSTALLATION FOR MAIZE BOARD BUILDING		
CARRIED FORWARD		

 public works & infrastructure Department, Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS ELECTRICAL AND MECHANICAL ENGINEERING SERVICES					
TENDER NUMBER:					
SECTION 3 - MECHANICAL INSTALLATION FOR MAIZE BOARD BUILDING					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
3,3	EXTERNAL CHILLED WATER PIPING RETICULATION AND ACCESSORIES				
3.3.1	Remove and discard thermal insulation and cladding from external piping (300m)	Item	1		
3.3.2	Replace all existing pipe supports with the supports detailed on the drawings to allow for expansion and contraction of pipes.	No	30		
3.3.3	Install chilled water pipe anchors at the center of each long horizontal pipe run.				
	Supply	No	32		
	Install	No	32		
3.3.4	Insert wooden blocks at each pipe support to prevent thermal bridging	Item	1		
3.3.5	Pressure test all piping and record the result	Item	1		
3.3.6	Repair any leaks found during pressure testing	Item	1		
3.3.7	Check, service, repair or replace all automatic air vents and drain points	Item	1		
3.3.8	After completion of all pressure testing, flush with clean water and add water treatment	Item	1		
3.3.9	Install new thermal insulation, vapour barrier and cladding to all external chilled water piping, as specified in the Standard Specification				
3.3.9.1	100mm dia				
	Supply	m	430		
	Install	m	430		
3.3.9.2	80mm dia				
	Supply	m	450		
	Install	m	450		
3.3.10	Install new medium grade galvanised steel pipe with flanges, insulation, vapour barrier & cladding as specified in the Standard and Particulate Specifications.				
3.3.10.1	100mm dia				
	Supply	m	2		

MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS					
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES					
public works & infrastructure Department Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA					
TENDER NUMBER:					
SECTION 3 - MECHANICAL INSTALLATION FOR MAIZE BOARD BUILDING					
	Install	m	2		
CARRIED FORWARD					

MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS						
						
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES						
TENDER NUMBER:						
SECTION 3 - MECHANICAL INSTALLATION FOR MAIZE BOARD BUILDING						
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
BROUGHT FORWARD						
3.3.10.2	80mm dia					
	Supply	m	2			
	Install	m	2			
3.3.11	Tees, galvanised steel , Nominal bore, mm					
3.3.11.1	100x50x100					
	Supply	No	1			
	Install	No	1			
3.3.11.2	80x40x80					
	Supply	No	1			
	Install	No	1			
3.3.12	Ball valves , Nominal bore, mm					
3.3.12.1	50mm dia					
	Supply	No	1			
	Install	No	1			
3.3.12.2	40mm dia					
	Supply	No	1			
	Install	No	1			
3.3.13	Automatic air vents,					
3.3.13.1	20mm dia					
	Supply	No	1			
	Install	No	1			
3.3.14	Bends					
3.3.14.1	100mm dia					
	Supply	No	1			
	Install	No	1			
3.3.14.2	80mm dia					
	Supply	No	1			
	Install	No	1			
3.3.15	PVC (condensate) pipes					
3.3.15.1	40mm dia					
	Supply	m	1			
	Install	m	1			
3.3.15.2	32mm dia					
	Supply	m	1			
	Install	m	1			
3.3.16	PVC Tees, mm					
3.3.16.1	40 x 32 x 40					
	Supply	No	1			
	Install	No	1			

 public works & infrastructure Department Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA					
MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS ELECTRICAL AND MECHANICAL ENGINEERING SERVICES					
TENDER NUMBER:					
SECTION 3 - MECHANICAL INSTALLATION FOR MAIZE BOARD BUILDING					
3.3.16.2	32 x 20 x 32				
	Supply	No	1		
	Install	No	1		
CARRIED FORWARD					

MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS					
					
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES					
TENDER NUMBER:					
SECTION 3 - MECHANICAL INSTALLATION FOR MAIZE BOARD BUILDING					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
3.3.17	Drain cocks				
3.3.17.1	20mm dia				
	Supply	No	1		
	Install	No	1		
3,4	INTERNAL CHILLED WATER PIPING SERVING FAN-COIL UNITS				
3.4.1	Check for leaks, repair where necessary, pressure test, flush with clean water, add water treatment and commission.	Item	1		
3.4.2	Install new cross-linked polyethylene (PE) pipe, insulated as specified, OD x wall thickness, mm				
3.4.2.1	63 x 5.8				
	Supply	m	1		
	Install	m	1		
3.4.2.2	50 x 4.6				
	Supply	m	1		
	Install	m	1		
3.4.2.3	40 x 3.7				
	Supply	m	1		
	Install	m	1		
3.4.2.4	32 x 2.9				
	Supply	m	1		
	Install	m	1		
3.4.2.5	25 x 2.3				
	Supply	m	1		
	Install	m	1		
3.4.2.6	20 x 2.0				
	Supply	m	1		
	Install	m	1		
3.4.3	Tees for PE pipes, OD x OD x OD, mm				
3.4.3.1	63 x 20 x 63				
	Supply	No	1		
	Install	No	1		
3.4.3.2	63 x 20 x 50				
	Supply	No	1		
	Install	No	1		
3.4.3.3	50 x 20 x 50				
	Supply	No	1		

MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS					
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES					
					
TENDER NUMBER:					
SECTION 3 - MECHANICAL INSTALLATION FOR MAIZE BOARD BUILDING					
	Install	No	1		
CARRIED FORWARD					

 public works infrastructure Department Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS ELECTRICAL AND MECHANICAL ENGINEERING SERVICES					
TENDER NUMBER:					
SECTION 3 - MECHANICAL INSTALLATION FOR MAIZE BOARD BUILDING					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
3.4.3.4	50 x 20 x 40				
	Supply	No	1		
	Install	No	1		
3.4.3.5	40 x 20 x 40				
	Supply	No	1		
	Install	No	1		
3.4.3.6	40 x 20 x 32				
	Supply	No	1		
	Install	No	1		
3.4.3.7	32 x 20 x 32				
	Supply	No	1		
	Install	No	1		
3.4.3.8	32 x 20 x 25				
	Supply	No	1		
	Install	No	1		
3.4.3.9	25 x 20 x 25				
	Supply	No	1		
	Install	No	1		
3.4.3.10	25 x 20 x 20				
	Supply	No	1		
	Install	No	1		
3.4.3.11	20 x 20 x 20				
	Supply	No	1		
	Install	No	1		
3.4.4	Ball Valves, Nominal bore, mm				
3.4.4.1	15mm dia				
	Supply	No	1		
	Install	No	1		
3,5	FAN-COIL AND SPLIT UNITS				
3.5.1	Service and/or repair where necessary the Indoor Fan Coil Units. Check each fan-coil unit for physical integrity and for water leaks, repair where necessary. Service and /or repairs to include the electrical, control and BMS wiring as well as the 2 Way Actuator. Commission the units to comply with specifications.	No	431		
FRESH AIR DUCTING TO FAN-COIL UNITS					
3.5.2	Check all fresh air ducting and insulation for damage and repair all leaks and/or damaged sections for 431No units.	Item	1		
3.5.3	Balance the air flow system to obtain the specified air quantities to each fan coil unit for 431 No units	Item	1		

MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS ELECTRICAL AND MECHANICAL ENGINEERING SERVICES					
					
TENDER NUMBER:					
SECTION 3 - MECHANICAL INSTALLATION FOR MAIZE BOARD BUILDING					
3.5.4	Test and commission	Item	1		
CARRIED FORWARD					

 public works & infrastructure Department Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA MAIZE BOARD BUILDING, PRETORIA: AIR-CONDITIONING AND ELECTRICAL INSTALLATIONS ELECTRICAL AND MECHANICAL ENGINEERING SERVICES					
TENDER NUMBER:					
SECTION 3 - MECHANICAL INSTALLATION FOR MAIZE BOARD BUILDING					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
3.6	FRESH AIR DUCTING RETICULATION AND VENTILATION SYSTEMS				
3.6.1	Service and repair where necessary the existing split and console units: mid-wall (40), console (7), under-ceiling (1), cassette (6). A total of 54 units.	No	54		
	PLANT ROOM FOR BOARD ROOM ON SEVENTH FLOOR				
3.6.2	Check and repair the packaged unit, commission to specifications	Sum	1		
3.6.3	Check and service the DB, controls and wiring to the packaged unit	Item	1		
3.6.4	Re-align ducting and replace all damaged flexible ducting sections	Sum	1		
3.6.5	Replace air filters	Item	1		
3.6.6	Metal gate to provide access to the condensing units. Prime and paint to specifications				
	Supply	No	1		
	Install	No	1		
3.6.7	Handrails along exposed edge of the raised section of concrete in front of the condensing units. Prime and paint to specifications				
	Supply	No	1		
	Install	No	1		
3.6.8	Install soft sponge rubber sections on all low entrances where there is risk of bumping one's head on concrete	Item	1		
VENTILATION SYSTEMS					
3.6.9	Service the two fresh air supply systems for the Printer (Lower Ground floor east)	Item	3		
3.6.10	Service the fresh air supply system for the Restaurant (Ground floor east)	Item	1		
3.6.11	Service the Kitchen extract system for the Restaurant	Item	1		
SECTION 3 - MECHANICAL INSTALLATIONS TOTAL CARRIED FORWARD TO SUMMARY					

**MAIZE BOARD BUILDING, PRETORIA:MECHANICAL INSTALLATIONS
ELECTRICAL AND MECHANICAL ENGINEERING SERVICES**



SUMMARY OF BILL OF QUANTITIES

SECTION	DESCRIPTION	TOTALS AS PER BILL SECTIONS
1	Preliminaries & General	
2	Electrical Installations	
3	Mechanical Installations	
TOTAL:		
	TOTAL TENDERED VALUE EXCLUDING VAT	
	15% VAT	
	TOTAL TENDERED VALUE INCLUDING VAT	