

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	36 Month Term Contract: Panel of Contractors for Service, Repairs & Maintenance to HVAC Systems and Associated Equipment Area 1
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Tender no:	CPTYT 01/24	Reference no:	
Advertising date:	2024/06/24	Closing date:	2024/07/15
Closing time:	11H00	Validity period:	84 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **7 ME** or **7 ME*** 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. FUNCTIONALITY CRITERIA APPLICABLE YES ☐ NO ☒

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria ¹ :	Weighting factor:
Total	100 Points

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	N/A
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

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".

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insert motivation (if the provided space is not enough attach a memorandum)

3. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)
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3.1. Indicate which preference points scoring system is applicable for this bid:

☒ 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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4. RESPONSIVENESS CRITERIA

4.1. Indicate substantive responsiveness criteria applicable for this tender. 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, 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 a signed bid offer as per the DPW-07 (EC).
5	☒	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	☒	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	☒	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register. The bidders must sign the attendance register at the meeting as proof of attendance and the register will be closed at the venue after the meeting. Bidders are encouraged to be seated at least five (5) minutes before the starting time. Failure to sign the attendance register and DPW-16 will render your bid non-responsive
8	☒	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
9	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	☐	
11	☐	Specify other responsiveness criteria
12	☐	Specify other responsiveness criteria
13	☐	Specify other responsiveness criteria

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14	☐	Specify other responsiveness criteria
15	☐	Specify other responsiveness criteria

4.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

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	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	☒	Submission of (PA-11): Bidder's disclosure
5	☐	Submission of PA-16.1 (EC): Ownership Particulars
6	☐	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of DPW-03 Tender Data.
7	☒	Submission of (PA 40): Declaration of Designated Groups.
8	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
9	☐	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	☐	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	☒	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.
13	☒	Experience The bidder must submit a minimum of 2 (two) or more projects in the past 10 years relating to Repairs & Maintenance to HVAC Systems and Associated Equipment with a minimum value of R4,000,000.00 accumulatively. Completed projects to be listed on the DPW-09 (EC) form. The following documents must be submitted in relation to the above: 1. Signed Appointment letter(s) by the employer on an official letterhead with clear contract description, contract value, and contract duration and contact details. OR 2. Signed Completion Certificate with clear contract description, contract value and contract duration. OR 3. Purchase order with clear contract description and contract value. Each of the above submitted documents must be accompanied by reference letters on an official letter head and must be aligned to the submitted completed projects.
14	☒	Resources: Premises (Workshop) The bidder must have a functional workshop located in the Western Cape. Bidders must provide with the tender document proof of ownership (copy of a title deed) of an existing workshop or a lease agreement of workshop (signed by both the lessor and lessee and must be valid for the duration of the contract) or a letter of intent signed by the company director to establish a workshop upon award. The bidder will be given 7 calendar days to establish the workshop if awarded the tender.

15	☒	Resources: Vehicles (LDV's/Double, Single Or Extended Cabs) The bidder must provide proof for a minimum of three (3) vehicles in order to cover the Area as listed in the Special Conditions of Contract for the Area in which the bidder has bid in. The bidder must provide one of the following as proof of vehicles: i) Copy of print out of vehicles registration with the director's name or company name. Or ii). A lease agreement signed by both parties (the lessee and lessor). The lease agreement must be valid for the duration of the contract. Or iii) A signed letter of intent by the company director to purchase or lease vehicles upon award. The bidder will be given 7 calendar days to purchase or lease vehicles if awarded the tender.
16	☒	(a) Resources: Qualified Staff (HVAC) x 2 The bidder must submit an Accredited N3 mechanical certificate in Refrigeration or Air-conditioning, Accredited Refrigeration or Air-conditioning trade test certificate with a minimum 3 years relevant experience in Repairs, Service & Maintenance to HVAC Systems and Associated Equipment. Only South African Citizens will be allowed to work in this project due to the Department dealing with National Key Points. The bidder must attach a minimum of two (2) detailed CV (s) of staff with certified qualification (s) / certificate (s) - certified by the Commissioner of Oath/SAPS.
17	☒	(b) Resources: Qualified Staff (1 x Electrician & 1x Mechanical) The bidder must submit an Accredited N3 certificate, Accredited trade test certificate with a minimum 3 years relevant experience in Repairs, Service & Maintenance to HVAC Systems and Associated Equipment. The following mechanical trades for qualified staff will be considered: i) Boilermaker ii) Welder iii) Mechanical Fitter iv) Millright v) Sheet metal worker vi) Motor/Diesel Mechanic vii) Pipe Fitter Only South African Citizens will be allowed to work in this project due to the Department dealing with National Key Points. The bidder must attach a minimum of two (2) detailed CV (s) of staff with certified qualification (s) / certificate (s) - certified by the Commissioner of Oath/SAPS.
18	☐	Specify other responsiveness criteria

4.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

1	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	☒	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS:

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".



5.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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8.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.



NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or

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	OR			• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
		5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

6. 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.

7. 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 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.

7.1 Technical risks:

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Criterion 1: Experience on comparable projects during the past specify period between 5 and 10 years.

The tendering Service Provider's experience on comparable projects during the past 10 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 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 10 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

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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.

7.2 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.

8. 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 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
(b)	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
(c)	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
(d)	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

(e)	cidb BUILD Programme: 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. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.– Condition of Contract	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable
(h)	CIDB Standard for Developing Skills through Infrastructure Projects Government Gazette 36760 of 23 August 2013 for official version, June 2020 version 2. www.gpwonline.co.za	Applicable
(i)		Not applicable

9. 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 941, 9th floor, Customs House, Foreshore, Cape Town. A non-refundable bid deposit of R 700 is payable (cash only) on collection of the bid documents.

10. 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:	CUSTOMS HOUSE, FORESHORE, CAPE TOWN		
Virtual meeting link:	N/A		
Date:	2024/07/03	Starting time:	11AM

11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

DPWI Project Manager	Mfumaneko Mzondi	Telephone no:	021402-2427
Cellular phone no	0674167425	Fax no:	
E-mail	mfumaneko.mzondi@dpw.gov.za		



11.2. SCM enquiries may be addressed to:

SCM Official	R.MOUTON	Telephone no:	021 4022076
Cellular phone no		Fax no:	
E-mail	Riana.Mouton@dpw.gov.za		

12. 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 Attention: Procurement section: Room	Deposited in the tender box at: TENDER BOX, CUSTOMS HOUSE MAIN ENTRANCE, GROUND FLOOR HEERENGRACHT, FORESHORE GROUND FLOOR
OR	

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			
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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			
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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-15.3: 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)

PA-15.3: Special Resolution of Consortia or Joint Ventures

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: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure 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).



PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 **Preference Points System to be applied**

(tick whichever is applicable).

- ☐ The applicable preference point system for this tender is the **80/20** preference point system.
- ☐ The applicable preference point system for this tender is the **90/10** preference point system.
- ☐ Either the **90/10** or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 **Points for this tender shall be awarded for:**

1.3.1 **Price; and**

1.3.2 **Specific Goals**

1.4 **The maximum points for this tender are allocated as follows:**

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	☐ 80/20	☐ 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points



1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

			and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or

			- Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDSA).

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51%	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

		owned by black women (mandatory)		
	4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
	OR			
	5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

State Owned Company
[TICK APPLICABLE BOX]

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)} \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 4: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or	2	2		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Province area for work to be done or services to be rendered in that area				
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

State Owned Company
[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

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:	36Month Term Contract: Panel of Contractors for Service, Repairs & Maintenance too HVAC Systems and Associated Equipment Area 1		
Tender no:	CPTYT 01/24	Reference no:	

OFFER

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

Insert broad description of the works.

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:
--

*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"

Page 1 of 4

For Internal & External Use

Effective date 20 September 2021

Version: 2.0

Tender no: **CPTYT 01/24**

AND WHO IS:

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.
--	---

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 ☐ |
| (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 ☐ |

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or 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):

.....

*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"

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For Internal & External Use

Effective date 20 September 2021

Version 2021/01

of Offer and Acceptance

Tender no: **CPTYT 01/24**

Other Contact Details of the Tenderer are:

Telephone No. Cellular Phone No.

Fax No.

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

Part C1 Agreement and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the 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:	

WITNESSED BY:

Name of witness	Signature	Date

*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"

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For Internal & External Use

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Tender no: **CPTYT 01/24**

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.

Notes:

- 1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.*
- 2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.*
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.*
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract. (Note: This note must be deleted by the Project Manager/ Consultant(s) when compiling the tender document)*

*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"

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PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no:

Name of Tenderer ☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
11.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
12.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no:

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

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

Project title:	36Month Term Contract: Panel of Contractors for Service, Repairs & Maintenance too HVAC Systems and Associated Equipment Area 1		
Tender / quotation no:	CPTYT 01/24	Closing date:	15/07/2024
Advertising date:	24/06/2024	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						



DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	<i>In36Month Term Contract: Panel of Contractors for Service, Repairs & Maintenance too HVAC Systems and Associated Equipment Area 1sert project description</i>		
Tender / Quotation no:	CPTYT 01/24	Reference no:	
Closing date:	2024/07/15		

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on: *insert date*

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

Name of DPW Representative	Signature	Date



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

Project title:	<i>In36Month Term Contract: Panel of Contractors for Service, Repairs & Maintenance too HVAC Systems and Associated Equipment Area 1sert project description</i>		
Tender no:	CPTYT 01/24	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

36 MONTH TERM CONTRACT: Panel of Contractors for
Repairs, Service and Maintenance to HVAC and Associated Equipment
SCHEDULE 1 - SCHEDULED ITEMS

AREA 1

ALL RATES SHALL BE NETT. VAT TO BE EXCLUDED. (VAT to be calculated and added onto the Summary Sub-Total).

Rates for each item listed in the Schedule of Prices includes the cost of supply and profit mark-up. In other words the "unit rate" and "Total" does not include labour and travelling.). Labour and travelling costs has been allowed for in Schedule 2.

1	CAPACITORS	UNIT	QTY	UNIT COST	TOTAL
1.01	25 MFD 450V	EACH	210		
1.02	30 MFD 450V	EACH	200		
1.03	35 MFD 450V	EACH	200		
1.04	40 MFD 450V	EACH	200		
1.05	45 MFD 450V	EACH	200		
1.06	50 MFD 450V	EACH	200		
1.07	60 MFD 450V	EACH	200		
2	FANS	UNIT	QTY	UNIT COST	TOTAL
2.01	Fan Motor - 10W	Each	75		
2.02	Fan Motor - 16W	Each	100		
2.03	Fan Motor - 25W	Each	100		
2.04	Fan Motor - 34W	Each	100		
2.05	Fan Assembly 350mm - 220V	Each	100		
2.06	Fan Assembly 350mm - 380V	Each	100		
2.07	Fan Assembly 400mm - 220V	Each	100		
2.08	Fan Assembly 400mm - 380V	Each	100		
2.09	Fan Assembly 500mm - 220V	Each	100		
2.10	Fan Assembly 500mm - 380V	Each	100		
3	REFRIGERANTS/FLUSHING AGENTS & OILS	UNIT	QTY	UNIT COST	TOTAL
3.01	R134A Refrigerant	1kg	2000		
3.02	R22 Refrigerant	1kg	2000		
3.03	Compressor Oil - Mineral	Litre	300		
3.04	Compressor Oil - Ester Synthentic	Litre	300		
4	VALVES	UNIT	QTY	UNIT COST	TOTAL
4.01	Solenoid Valve 3/8"	Each	150		
4.02	Solenoid Valve 1/2"	Each	150		
4.03	Solenoid Valve 5/8"	Each	150		
4.04	Solenoid Valve 7/8"	Each	150		
	Sub Total Page 1				R.....

**36 MONTH TERM CONTRACT: Panel of Contractors for
Repairs, Service and Maintenance to HVAC and Associated Equipment**

5	REPLACEMENT OF BURN OUT DRIERS	UNIT	QTY	UNIT COST	Total (R)
5.01	3/8" Liquid line drier	Each	200		
5.02	1/2" Liquid line drier	Each	200		
5.03	5/8" Liquid line drier	Each	200		
5.04	3/8" Burnt out drier	Each	200		
5.05	1/2" Burnt out drier	Each	200		
5.06	5/8" Burnt out drier	Each	200		
6	REPLACEMENT OF SIGHT GLASSES	UNIT	QTY	UNIT COST	Total (R)
6.01	3/8" sight glass	Each	150		
6.02	1/2" sight glass	Each	150		
6.03	5/8" sight glass	Each	150		
7	REPLACEMENT OF OIL SEPERATORS	Unit	QTY	Unit Rate (R)	Total (R)
7.01	3/8' oil separator	Each	200		
7.02	1/2' oil separator	Each	200		
7.03	5/8' oil separator	Each	200		
8	CONTROLS	UNIT	QTY	Unit Rate (R)	Total (R)
8.01	Up to 6mm Capillary Tube complete with flare nuts	Each	295		
8.02	SCHRADER/CHARGING VALVE 1/4" WITH COPPER TAIL	Each	305		
8.03	HP/LP Switch - Auto reset (All Types)	Each	300		
8.04	HP/LP Switch - Manual reset(All Types)	Each	300		
8.05	HP Switch - Auto Reset (All Types)	Each	300		
8.06	HP Switch - Manual Reset (All Types)	Each	300		
8.07	LP Switch - (All Types)	Each	300		
8.08	Replace Temp. Control unit Elliwel Range - Panel Mount	Each	300		
9	Expansion Valves	UNIT	QTY	Unit Rate (R)	Total (R)
9.01	Replace 134A Expansion valve	Each	200		
9.02	Replace F22 Expansion Valves	Each	200		
	Sub Total Page 2				R.....

**36 MONTH TERM CONTRACT: Panel of Contractors for
Repairs, Service and Maintenance to HVAC and Associated Equipment**

10	ELECTRICAL ITEMS	UNIT	QTY	Unit Rate (R)	Total (R)
10.01	80Amp tp Breaker	each	300		
10.02	63A TP MCB 6ka	each	320		
10.03	25A 3P Isolator	each	450		
10.04	63A 3P Isolator	Each	500		
10.05	50A Tripple Pole CB	Each	500		
10.06	Contactora 5KW 230V	Each	500		
10.07	Contactora 11KW	Each	500		
10.08	40A Single Pole CB	Each	500		
10.09	20Amp Single Pole CB	Each	500		
10.10	Overload 7.2-10Amps	Each	500		

11.	CIDB TRAINING SKILLS DEVELOPMENT	Qty	Unit	Unit Cost	Total
11.1	TVET College graduates	2	Trainee	R23000	R46,000
11.2	P1 and P2 learners, or a 240 credits qualification	1	Trainee	R48,500	R48,500
	Refer to the CIDB Standard for Developing Skills through Infrastructure Projects Government Gazette 36760 of 23 August 2013 for official version, June 2020 version 2 www.gpwonline.co.za				
	Sub Total Page 3				R.....

SCHEDULE 1

SCHEDULED ITEMS:

	R	c
TOTAL FOR PAGE 1		
TOTAL FOR PAGE 2		
TOTAL FOR PAGE 3		

Subtotal

TOTAL CARRIED TO SUMMARY PAGE

R

SCHEDULE 2

NON-SCHEDULED LABOUR AND MATERIAL COSTS

1. LABOUR

The rates for labour will deem to include for contributions to bonus, pension, medical funds, holiday, overtime etc.

	PROVISIONAL QUANTITY	COST PER HOUR	AMOUNT
1(a) NORMAL TIME (Artisan)	6000 hours	R_____	R_____
		—	
1(a) NORMAL TIME (Artisan assistant)	3950 hours	R_____	R_____
		—	
LABOUR SUB-TOTAL CARRY OVER TO SUMMARY			R_____

2. MATERIAL

The cost of material will deem to include for the cost of material after deduction of any discount and delivery to site.

	PROVISIONAL QUANTITY	MARK-UP	AMOUNT
2(a) Allow an amount of R9,000,000.00 (Nine Million Rands) for provision cost of Non- scheduled material that may be used.	R9,000,000.00	R_____	R_____
2(b) Percentage profit allowance for the above is _____% of R9,000,000.00 (A maximum profit allowance of 20% will be allowed)			
MATERIAL SUB-TOTAL CARRY OVER TO SUMMARY			R_____

3. SPECIALIST SUB-CONTRACTS

Percentage mark-up shall be applicable for the use of a specialist sub-contractors.

3(a) Allow the amount of
R5,000,000(Four Million Rand)
for the use of sub-contractor, as
per above

3(b) Percentage profit
allowance for the above is
_____ % of R5,000,000
(A maximum profit allowance of 20% will
be allowed)

PROVISIONAL QUANTITY	MARK-UP	AMOUNT
R 5,000,000.00	R_____	R_____
SPECIALIST SUB-TOTAL CARRY OVER TO SUMMARY		R_____

4. TRANSPORT COST

NOTE:

PROVISIONAL QUANTITY (km)	COST PER kilometer	AMOUNT
150000	R_____	R_____
TRANSPORT COST SUB-TOTAL CARRY OVER TO SUMMARY		R_____

See Special Conditions of Contract hereof with regard to transport costs.

**36 MONTH TERM CONTRACT: Panel of Contractors for
Repairs, Service and Maintenance to HVAC and Associated Equipment**
SCHEDULE 3 – EPWP NATIONAL YOUTH SERVICE

PROJECT NAME: **AREA1: 36 Months Term Contract Panel of
Contractors, Service, Repairs to HVAC System Equipment**



public works
DEPARTMENT OF
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

EXPANDED PUBLIC WORKS PROGRAMME

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
200	SECTION NO BILL BO INFRASTRUCTURE PROJECTS PREAMBLES Tenderers are advised to study the Additional Specification SL: Employment and Training of Labour on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service, as bound elsewhere in the Bills of Quantities, and then price this Bill accordingly				
200,01	TRAINING OF YOUTH WORKERS (TARGET: 32 YOUTH WORKERS) Orientation, Life skills development and technical training:				
200.01.01	Orientation and Life skills development training for youth workers for an average of 10 days per youth worker (ref. SL 11.01.01)	PC		Sum	47 414,64
200.01.02	Technical skills training for youth workers for an average of 81 days per youth worker (ref. SL 11.01.02)	PC		Sum	529 147,42
200.01.03	Provide Medical Surveillance	PC		Sum	15 804,88
	The above items are only applicable if NYDA do not fund the specific training.				
200.01.03	Payment Reduction due to not meeting the training target (ref. SL 11.03)	Youth-worker	-2 500		
200.01.04	Profit and attendance on condition that services and cost has been incurred (on items 200.01.01 and 200.01.02 above)	%	R 592 367		-
200,02	TRAVELING DURING ON-SITE TRAINING:				
200.02.01	Practical Work based Experiential training for 10 days each (ref. SL 11.02.01)				
	.01 Traveling (based on R63 per day return trip/youth worker)	PC		Sum	262 866,79
	.02 Profit and attendance on condition that services and cost has been incurred (on item .01 above)	%	R 262 867		-
200,04	EMPLOYMENT OF YOUTH WORKERS				
200.04.01	Employment of youth workers	PC		Sum	934 637,46
	The unit of measurement shall be the number of youth workers at the labour rate of R 112.00 per day on Training as per EPWP Ministerial Determination multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 10 months appointment for youth workers				
200.04.02	Profit and attendance on condition that services and cost has been incurred (ref. SL 11.04.02)	%	934 637,46		
	Carried forward			R	

**36 MONTH TERM CONTRACT: Panel of Contractors for
Repairs, Service and Maintenance to HVAC and Associated Equipment**

PROJECT NAME: **AREA1: 36 Months Term Contract Panel of
Contractors, Service, Repairs to HVAC System Equipment**



public works

Department of
Public Works
REPUBLIC OF SOUTH AFRICA

EXPANDED PUBLIC WORKS PROGRAMME

ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
	Brought forward			R	
200,05	<u>PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH WORKERS</u>				
200.05.01	Supply EPWP branded 2 x overalls, safety boots and 1 x EPWP branded hard hat to youth workers (ref. SL 11.05.01)	PC		Sum	31 609,76
200.05.02	Profit and attendance on condition that services and cost has been incurred (ref. SL	%	31 610		-
200,06	<u>PROVISION OF BASIC TOOLS FOR YOUTH WORKERS</u>				
200.06.01	Provide all youth workers with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the Service Provider. These tools will become the property of the youth workers after the completion of the programme (ref. SL 11.06.01)	PC		Sum	63 219,53
200.06.02	Profit and attendance on condition that services and cost has been incurred (ref. SL 11.06.02)	%	63 220		-
200,07	<u>APPOINTMENT OF YOUTH TRAINING COORDINATOR (TRAINING OFFICER/S)</u>				
200.07.01	Appointment of Youth Training Coordinator/s for the duration of the contract (ref. SL 11.07.01)	PC		Sum	78 000,00
200,08	<u>LIAISON WITH SERVICE PROVIDER</u> (ref. SL 11.08)	hours	100		-
200,09	<u>LOGISTICS FOR EXIT WORKSHOPS</u>				
200.09.01	Provide logistic items for exit workshop (Catering, Orange Golf T-Shirts, Venue Hire and Sound System).	PC	1	37 300	37 299,52
Carried to Final Summary				R	

**36 MONTH TERM CONTRACT: Panel of Contractors for
Repairs, Service and Maintenance to HVAC and Associated Equipment**

SUMMARY OF PRICE SCHEDULE

SUMMARY

SCHEDULE 1	Scheduled Items	R.....
SCHEDULE 2	1. Labour	R.....
	2. Material	R.....
	3. Specialist Sub-contract	<u>R.....</u>
	4. Transport Cost	<u>R.....</u>
SCHEDULE 3	EPWP NYS	R.....
SUB TOTAL		R.....
VAT @ 15 %		<u>R.....</u>
GRAND TOTAL		<u>R.....</u>

VAT Registration No : _____ (if applicable)

Grand total to be carried over to DPW 07 (EC) Offer and Acceptance form. Failure to transfer the amount to the DPW-07(EC) will result in disqualification of the bid.

1. This document must be completed in full, each page initialed, the last page signed and the completed document returned by the closing date.
2. All items reflected in the schedule will automatically be omitted on acceptance of the tender and shall be added back by the issuing of official complaint No's as required and at the discretion of the department.

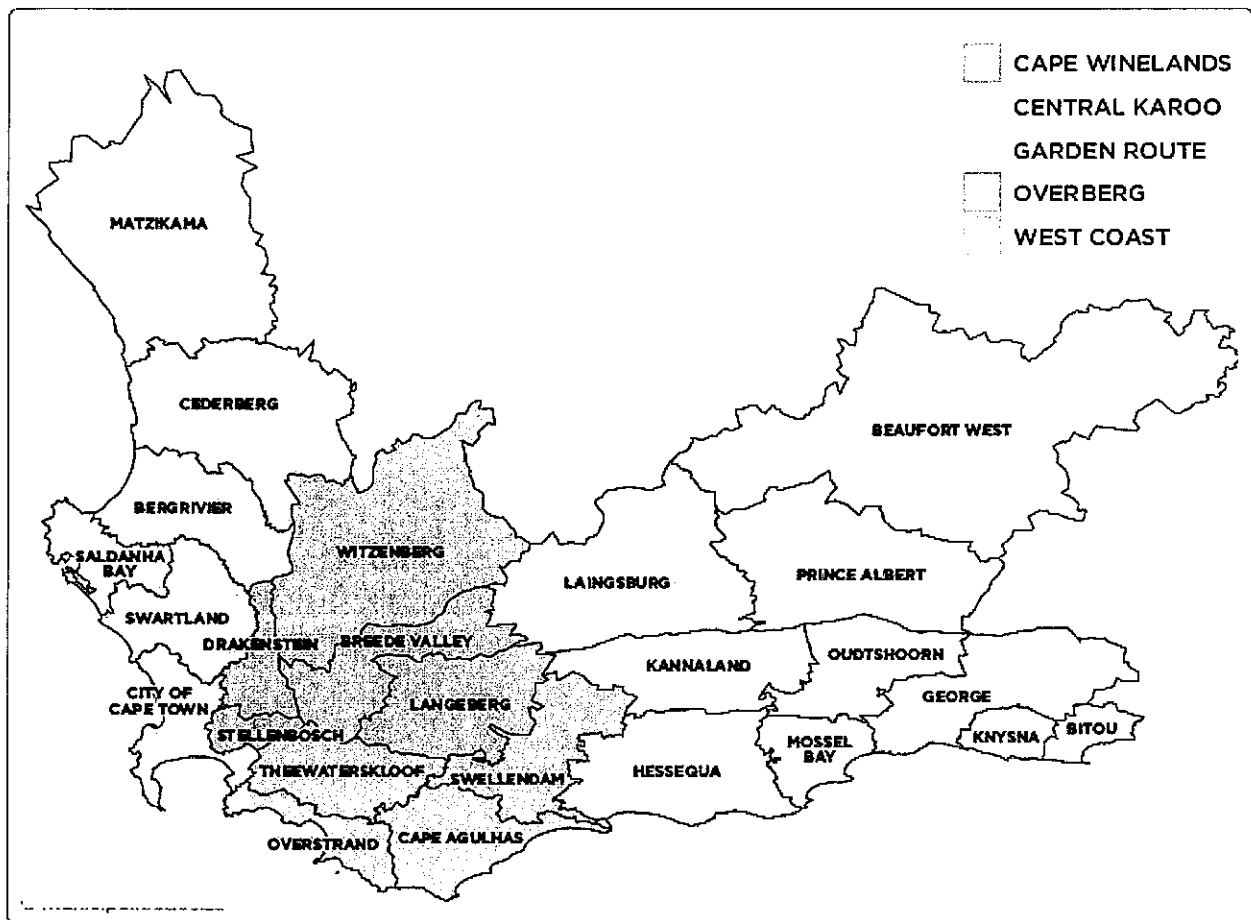
NAME OF Bidder:	
ADRESS:	
CONTACT DETAILS:	
OFFICE No:	
Email:	

SIGNED _____ **DATE** _____

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**36 MONTH TERM CONTRACT: Panel of Contractors for
Repairs, Service and Maintenance to HVAC and Associated Equipment**

MAP OF MUNICIPAL DISTRICTS OF THE WESTERN CAPE



DETAILS OF AREAS

AREA 1: City of Cape Town Metropolitan Municipality Southern Suburbs

Core Town: Wynberg

Antarctica, Athlone, Camps Bay, Cape Point, Cape Town, Fish Hoek, Grassy Park, Gough Island, Guguletu, Hout Bay, Kommetjie, Marion Island, Muizenberg, Noordhoek, Kommetjie, Paarden Eiland, Robben Island, Scarborough, Sea Point, Simon's Town, Southern Suburbs.

AREA 2: City of Cape Town Metropolitan Municipality Northern Suburbs

Core Town: Bellville

Atlantis, Belhar, Bellville, Blackheath, Blouberg, Blue Downs, Brackenfell, Delft, Durbanville, Elsies Rivier, Goodwood, Gordon's Bay, Khayelitsha, Kraaifontein, Kuils River, Langa, Macassar, Matroosfontein, Melkbosstrand, Milnerton, Mitchells Plain, Northern Suburbs, Nyanga, Parow, Philadelphia, Philippi, Sir Lowry's Pass, Somerset West, Strand, Table View.

AREA 3: West Coast District

Core Town: Vredenburg

Aurora, Bitterfontein, Chatsworth, Citrusdal, Clanwilliam, Darling, Doring Bay, Ebenhaezer, Eendekuil, Elands Bay, Graafwater, Grotto Bay, Hopefield, Jacobs Bay, Kalbaskraal, Klawer, Kliprand, Koekenaa, Koringberg, Lamberts Bay, Langebaan, Leipoldville, Lutzville, Malmesbury, Molsvlei, Moorreesburg, Nuwerus, Paternoster, Piketberg, Putsekloof, Redelinghuys, Rietpoort, Riverlands, Saldanha, St Helena Bay, Stofkraal, Strandfontein, Vanrhynsdorp, Velddrif, Vredenburg, Vredendal, Wupperthal, Yzerfontein

AREA 4: Cape Winelands District (Drakenstein/Stellenbosch)

Core Town: Paarl

Abbotsdale, Riebeeck Kasteel, Riebeeck West, Franschhoek, Klipmuts, Paarl, Pniel, Stellenbosch, Stellenbosch Farms, Wellington.

AREA 4: Cape Winelands District (Witzenberg/Breede Valley/Langeberg)

(When working in the areas below)

Core Town: Worcester

Porterville, Ashton, Bonnievale, Ceres, De Doorns, Gouda, McGregor, Montagu, Op-Die-Berg, Prince Alfred Hamlet, Rawsonville, Robertson, Saron, Touws River, Tulbagh, Wolseley, Worcester

AREA 5: Overberg District (Cape Agulhas/Overstrand/Swellendam/Theewaterskloof)

(When working in the areas below)

Core Town: Caledon

Agulhas, Arniston, Barrydale, Betty's Bay, Birkenhead, Bot River, Bredasdorp, Buffeljagsrivier, Caledon/Myddleton, De Kelders, Elim, Fishershaven, Franskraal, Gans Bay, Genadendal, Grabouw, Greyton, Hawston, Hermanus, Infanta, Kleinmond, Klipdale, Malagas, Napier, Onrus, Pearly Beach, Pringle Bay, Proteem, Riviersonderend, Rooi-Els, Sand Bay, Stanford, Struis Bay, Suiderstrand, Suurbraak, Swellendam, Theewaterskloof, Van Dyks Bay, Vermont, Villiersdorp

AREA 5: Central Karoo and Garden Route (Bitou/ Hassequa/ Kannaland/ Knysna/ Mossel Bay/Oudtshoorn/Central Karoo)

(When working in the areas below) Core Town: Caledon

Core Town: George

Beaufort West, Klaarstroom, Laingsburg, Leeu Gamka, Matjiesfontein, Merweville, Murraysburg, Nelspoort, Prince Albert, Welgemoed
Albertinia, Boggoms Bay, Brandwag, Brenton, Brenton-on-Sea, Buffels Bay, Calitzdorp, De Rust, Dysselsdorp, Friemersheim, George, Gouritsmond, Great Brak River, Haarlem, Heidelberg, Herbertsdale, Herolds Bay, Jongensfontein, Keurboomstrand, Knoetzie, Knysna, Krantshoek, Kurland, Kwanokuthula, Ladismith, Mossel Bay, Nature's Valley, Oudtshoorn, Plettenberg Bay, Rheenendal, Riversdale, Sedgfield, Slangrivier, Still Bay, Uniondale, Vanwyksdorp, Victoria Bay, Vleesbaai, Wilderness, Witsand, Wittedrift, Zoar

**36 MONTH TERM CONTRACT: Panel of Contractors for
Repairs, Service and Maintenance to HVAC and Associated Equipment**



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

Work Completion Certificate

Order Number: _____ Complaint Number: ID _____
Town: _____ Department: _____
Building: _____ Service Description: _____
Contractor: _____ Vehicle Reg no.: _____
Works Manager name: _____ Cell no: _____

Summary of Work Done

Date Work started: _____ Date Work Completed: _____

Total cost/estimate of Work R.....

Is the work completed in good satisfaction of the Department? Y ☐ N ☐

Building or machine is it safe to be used by the client? Y ☐ N ☐

There are no electrical shock on any part of the building? Y ☐ N ☐

Other: _____

Remarks by the Client Department (If Any) _____

Contractor sign: _____ Date: _____

Client sign: _____ Date: _____

I certify that I personally checked and I'm satisfied that the work has been executed satisfactorily.
(However I do not certify technical correctness)

Department sign: _____ Date: _____

Works Inspected: Y ☐ N ☐

CLIENT STAMP

**36 MONTH TERM CONTRACT: Panel of Contractors for
Repairs, Service and Maintenance to HVAC and Associated Equipment**

IF THE TENDERER IS IN PARTNERSHIP

We the undersigned partners in the business trading as

hereby authorise

to sign this tender as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and/or contract on our behalf.

Full names of partner

**Residential
address
Signature**

IF THE TENDERER IS A ONE MAN BUSINESS

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

**36 MONTH TERM CONTRACT: Panel of Contractors for
Repairs, Service and Maintenance to HVAC and Associated Equipment**

SIGNATURE	
	DATE

APPLICABLE TO ALL TENDERERS

Full name of contracting party (in block letters)	
Address:	
Telephone No.:	
DATE	SIGNATURE OF TENDERER

TENDERER'S ADDITIONAL PARTICULARS

The particulars submitted could influence the adjudication of the tender.

1. Period active as a Contractor under the present business name: _____
2. Is the firm registered with the Department of Manpower? **YES/NO**
Registration Number: _____
3. Is the firm registered with the Unemployment Commissioner? **YES/NO**
Registration Number: _____
4. Is the firm registered with the Workmen's Compensation? **YES/NO**
Registration Number: _____
5. Is the firm registered with the PWD as a Contractor? *** YES/NO**
6. Telephone Number - normal working hours: _____
7. Telephone Number - after hours: _____
8. Email address: _____
9. Do you have 1 24 hour emergency call service? *** YES/NO**
Number: _____
10. Do you have radio communication facilities 24 hours per day? *** YES/NO**
11. Number of skilled employees: _____
12. Number of apprentice employees: _____
13. Number of unskilled employees: _____
14. Details of motor vehicles belonging to the firm:

**36 MONTH TERM CONTRACT: Panel of Contractors for
Repairs, Service and Maintenance to HVAC and Associated Equipment**

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15. List of special equipment and tools belonging to the firm to undertake maintenance and repair work:

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***36 MONTH TERM CONTRACT: Panel of Contractors for
Repairs, Service and Maintenance to HVAC and Associated Equipment***



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

SCOPE OF WORK

This contract is limited for the maintenance/repairs to HVAC (Heating, Ventilation and Cooling) Systems that is Domestic & Light Commercial air-conditioning plant, Refrigeration Plant and associated equipment during normal working hours as required by the Department within the area mentioned elsewhere.

No scheduled servicing of any installations shall be carried out unless written instruction is received from Regional Representative.

Service/Maintenance/Repairs/ Replacements shall be carried out only upon the Bidder receiving instruction to do so in the manner as described in the Special Conditions of Contract

Heating, ventilation and air-conditioning systems, which include the following covered under this contract shall be deemed to include:

1. Room air-conditioning units with air cooled condensers
2. Split type air-conditioners
3. Computer Room Air-conditioning
4. Central High Volume Air-conditioning Systems
5. Central Heating Systems
6. Package type units
7. BMS Systems
8. Refrigeration Units (Fridges, Coldrooms & Freezers)
9. Refrigeration pipework
10. Fans and attenuators
11. Electric motors
12. Air filters
13. Duct work
14. Air terminals
15. Noise and vibration
16. Painting and cleaning
17. Labelling and identification.
18. Heat Exchangers

No scheduled servicing of any installations shall be carried out unless written instruction is received from Regional Representative.

Service/Maintenance/Repairs shall be carried out only upon the contractor receiving instruction to do so in the manner as described in the Special Conditions of Contract. The Department may when necessary, utilize the contractor for other engineering related work that falls outside the above-mentioned scope.

All types, makes, sizes and model number of equipment will be included.

All equipment/parts/materials used shall be genuine.

All associated electrical work form part of this contract.

The contractor shall be capable of effecting the necessary repairs and overhauling to the above-mentioned types.

The repairs and scope contained within this tender document is to be carried out by the bidder himself. Specialist sub-contracting is only allowed on the controls/automation such as PLC's and rigging works.

Note: *Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.*

SPECIAL CONDITIONS OF CONTRACT

1. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

- 1.1 This Contract shall be valid for a period of **thirty six (36) months** commencing from the date of the letter of acceptance (DPW07EC).
- 1.2 This is a fixed scheduled priced contract and no price adjustment of whatever nature, except for the reduction or increase in the Value-Added Tax, shall be applicable to this contract.
- 1.3 The Department reserves the right, at its sole discretion, to extend the contract for a further period, not exceeding 12 months, upon the same terms and conditions.
- 1.4 Notwithstanding any other provision to the contrary contained herein, the Department reserves the right to terminate this contract upon thirty (30) days written notice to the Bidder, should it no longer require the services being rendered hereunder, without attracting any liability or incurring any penalty in respect of such early termination.

2. THE BID DOCUMENT

- 2.1 The pages of this Bid document are numbered consecutively. The Bidder shall, before submitting his Bid, check the number of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or if this Bid document contains any obvious errors, the Bidder shall obtain a directive, in writing, from the Department.
- 2.1.1 The text of this Bid document and other documents, as prepared by the Department, shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder will be accepted.

3. THE PANEL

- 3.1 The panel will consist of bidders who meet all the requirements and criteria as stipulated in this terms of reference as well as the PA-04 (EC) Notice & Invitation to Bid form.
- 3.2 Bidders on the panel will be ranked from the lowest (overheads, mark-up percentage and VAT) to the highest and work will be allocated accordingly until all bidders are utilized.
- 3.3 The allocation of work will be as and when required.
- 3.4 It should be understood that the work is not definite but subject to the budget being available.
- 3.5 For the purpose of job creation for local communities, bidders are encouraged and advised to employ general workers from within the local communities.
- 3.6 The number of allocation of sites may not necessarily be the same.
- 3.7 The department envisage to allocate work to all bidders, however, at the end of the contract, it does not guarantee the same number of sites and deployment distribution.
- 3.8 Compliance with specification is non-negotiable.
- 3.9 Deviations and non-compliance is prohibited.
- 3.10 The department will conduct performance assessments as and when deemed necessary without informing the successful bidder.

- 3.11 The Department envisage to allocate successful bidder/s with a rotation period not exceeding 6 (six) months. The allocation of work to successful bidder/s will be dependent on the market response; work may be allocated according to area or sites within the area.

- 3.12 Refer to Addendum A on page 21 for the list of facilities within Area 1.

4. INTERPRETATION AND DEFINITIONS OF BID DOCUMENT

In the event of any dispute arising regarding this contract, the matter shall be referred to Director of Supply Chain Management (DD SCM), whose decision shall be final. The Bidder shall not delay the execution of any work pending such decision. The Department of Public Works shall incur no personal liability in respect of any matter arising out of the contract or incidental thereto.

- 4.1 Unit: The unit of measurement for each item.
- 4.2 Quantity: The provisional number of items.
- 4.3 Rate: The agreed unit rate per item.
- 4.4 Amount: The product of the quantity and the agreed rate for an item.
- 4.5 Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work is not measured in any units.
- 4.6 Plant & Equipment: Scaffolding, cherry picker trucks, earthmoving equipment etc
- 4.7 Call- out(assessment): First visit to site after receiving a complaint and will include labour and all related cost assessing the job.
- 4.8 Client Department : All other government departments, i.e. SA Police Service, Correctional and Justice Department, SA Defence and Others, hereafter referred to as "User Department"

5. APPLICABLE LEGISLATION AND STANDARDS

Should there be any discrepancy between these Special Conditions of Contract and the Conditions of Contract (PA 10 FM), the former shall take preference.

The following documents shall be read in conjunction with this tender:

- 5.1 Occupational Health Safety Act: Act No. 85 of 1993.
- 5.2 Municipal By-laws and any special requirements of the Local Authority.
- 5.3 South African National Standards or the equivalent,
- 5.4 The latest Automatic Sprinkler Investigation Bureau Rules.
- 5.5 The Local Municipal Gas Regulations.
- 5.6 Conditions of Tender: Form PA 10 FM.
- 5.7 Tenderers Additional Particulars.
- 5.8 All Sections of, and Addenda to, the Specification.
- 5.9 Standard Specification for Kitchen Equipment (PW 351)
- 5.10 General Electrical Specification Parts A, B & C (PW 354)
- 5.11 Specification of Materials and Methods to be Used (PW371)
- 5.12 Standard Specification for Air Conditioning and Ventilation Installations (STS 1)
- 5.13 Standard Specification for Refrigeration Services (STS 2)

- 5.14 Standard Specification for Steam Boiler Installations (STS 3)
- 5.15 Standard Specification for Electrical Installations and Electrical Equipment Pertaining to Mechanical Services (STS 5)
- 5.16 Best industry practice to the appropriate and technical standards,
- 5.17 Requirements of the appropriate professional bodies or institutions, including guidance notes and codes of practice where applicable.

Copies of the said standard specifications (PW & STS documents) may be viewed or downloaded from the DPW website at www.publicworks.gov.za/documents/consultants. The Bidder shall study these documents and acquaint himself with the contents thereof, **BEFORE SUBMITTING THE BID DOCUMENT** as no claims in this regard will be entertained.

6. **BID EVALUATION**

Refer to PA04_(EC) in the bid documents.

7. **PROVISIONAL QUANTITIES**

All quantities in this Bid document are provisional and inserted in order to obtain competitive Bids. The Department reserves the right to increase or decrease quantities during the progress of the contract and such increases or decreases shall not alter the tariffs for any item. Payment shall be as set out in clauses herein.

8. **SCOPE OF CONTRACT**

- 8.1 This contract is for the maintenance/repairs as per schedule 1 as mentioned on in properties, namely official quarters, living quarters and messes in military, correctional services and police bases, Prestige, state buildings, state housing, etc. as well as certain hired buildings and structures falling under the control of the Department or other departments hereafter referred to as "User" Departments.
- 8.2 The Department of Public Works reserves the right to enter into new contracts for major Repairs and Renovations, Capital Works or any other maintenance or repair works in any complex or building covered in the area of this contract. The work included in such new contracts will automatically be excluded from the contract.
- 8.3 The Department reserves the right if required to employ any other contractor for any project in any region or area. The Department reserves the right to allocate works/projects/orders to successful Bidders in any area with the aim to spread the assignments between them. Thus the successful tenderer do not have the right to all projects/works/orders in the region it bided for.
- 8.4.1 **The Department reserves the right to negotiate the price with the successful bidder/s.**
- 8.4.2 **Sound commercial principles will underlie all transactions. There will be no compromise on quality, delivery, service, SHE or any other commercial or technical requirements. The cost of preferential procurement must not exceed 25% of the market range (Average of all Bids received) for transactions below**

50M or 11% for transactions above 50M.

- 8.5 Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.
- 8.6 The Bidder shall supply all consumable material such as oils, grease, waste, hacksaw blades, welding rods, insulation tape, cleaning materials and chemicals etc. necessary for the proper performance of the repairs. **No claims for consumable material will be accepted.**
- 8.7 Where repairs are required to specialized items of equipment the Bidder shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of Sub-contractors, he shall apply to the Department for written approval before he makes use of their services.

9. VALUE ADDED TAX

All rates and prices entered in this tender document must be Nett, i.e. exclusive of Value Added Tax (VAT). VAT must be calculated and added to the total value of all the items in the Schedules as reflected in the Summary.

9. RATES AND PRICES

- 9.1 All rates tendered by the Bidder for items in this document shall include for additional costs, if any that may occur as a result of these Special Conditions of Contract as well as for the supply of normal equipment and everything necessary for the proper execution of the work. Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.
- 9.2 The Department may choose to exclude certain items from the contract, if according to the judgment of the Department an item is priced much higher than the market related prices.
- 9.3 Unit rates entered into the Schedule 2 of Quantities:
- 9.3.1 *shall be representative of the actual cost involved in the execution thereof plus a reasonable mark-up and should be valid whether the work associated therewith will be carried out once only or more frequently, costing to include the possibility that the emergency work to go into overtime as this cannot be claimed later.*
- 9.3.2 *must allow for the removal of the existing defective item or part, and for supply and fixing of the new items inclusive of material, labour, waste, transport, all expendable material such as oil, grease and cleaning material and equipment, profit, attendance, overheads, compliance with the Occupational Health and Safety Act and Construction Regulations and any other costs associated with the successful execution of the required work.*
- 9.4 Term contract rates shall remain fixed for the duration of the Term Contract and for any term to which the contract may be extended, no price adjustments shall be allowed.

- 9.5 The prices in the Schedule of Prices are for the supply of items/materials only. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Bid document is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 9.6 There are no P&Gs, escalation or variation orders as this is applicable under Projects.
- 9.7 This is purely a maintenance term contract valid for three years only.
- 10.8. As this is day to day maintenance, unplanned and unpredictable the offer of acceptance is therefore an estimate and will vary, meaning that the collective pay-outs at the end of the three years, it may exceed or be less than the offered amount on the Bid.
- 10.9 National Department of Public Works Regional Office Cape Town cannot be held accountable should the total pay-out at the end of the term contract be less than the form of offer of acceptance.
- 10.10 The text of this BID document and other documents as prepared by the Department shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder shall be accepted.
- 10.11 The Department may request the bidder to adjust his/her rates in cases where rates are non-market related, nominal and nil or unbalanced.
- 10.12 The Department reserves the right to disqualify bid offers which incorporate unit rates that are non-market related, nominal and nil or unbalanced.**
All items to be priced in the price Bill and to be of a competitive price.

11 VEHICLES AND TRANSPORT COSTS

- 11.1 The type of vehicles required for this service is specified in the table below.
- | | |
|---------------------------|-------------------------|
| <u>Category B:</u> | Light Delivery Vehicles |
| | Single Cab 4x2 |
| | Extended Cab 4x2 |
- 11.2 Transport cost will be calculated from the district's main post office (in the core town) to the site specified. Transport cost involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instructions executed on the same day or at the same institution or building in the same areas be allowed. The bidder shall claim
- 11.3 The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the repairs, therefore no claims for delivery cost or transport cost to collect material or equipment shall be accepted. The bidder may not claim labour for travelling to and from site.
- 11.4 **Prescribed rate per kilometer:** The rate per kilometer is fixed by the Minister of

Finance and currently is R4.84 per kilometer from as from 1 March 2024 (<https://www.sars.gov.za/wp-content/uploads/Ops/Guides/PAYE-GEN-01-G03-Guide-for-Employers-in-respect-of-Allowances-External-Guide.pdf>).

Note: The Department will not accept transport rates per kilometer less than R4.84 per kilometer.

12 **ACCESS TO PREMISES**

The Bidder undertakes to:

- 12.1 Arrange with the occupants of buildings regarding access to the premises in order to execute the required repairs.
- 12.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- 12.3 Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- 12.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.
- 12.5 Comply with all By-laws and requirements of the Local Authority.
- 12.6 Carry out repairs during normal working hours and emergency repairs during weekend and public holidays when required.

13. **ACCESS CARDS TO SECURITY AREAS**

- 13.1 Should the work fall within a security area, the Bidder shall obtain, either from the S.A. National Defence Force, S.A. Police or User Department, access cards for his personnel and employees who work within such an area.
- 13.2 The Bidder shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S.A. National Defence Force, Correctional Services, S.A. Police Service, Prestige or Ministerial complexes.

Only RSA identity documents will be accepted on site.

14. **SECURITY CHECK ON PERSONNEL**

- 14.1 The Department or the Chief of the S.A. National Defence Force, or the Commissioner of the S.A. Police Service may require the Bidder to have his personnel or a certain number of them security classified.
- 14.2 In the event of either the Department, the Chief of S.A. National Defence Force or the Commissioner of the S.A. Police Service requesting the removal of a person or persons from the site for security reasons, the Bidder shall do so forthwith and the Bidder shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

15. TRAINED STAFF

- 15.1 The Bidder shall use competent trained staff directly employed and supervised by himself.
- 15.2 Bidders shall satisfy the Department in all respects that their Artisans/Technicians are suitably qualified to carry out the specified repairs covered by this contract. Certified copies of qualifications (not older than 3 months) to be attached with this document.
- 15.3 Bidders are to note that the equipment to be repaired under this contract is of utmost strategic importance to the Department and full proof of the Bidders ability to satisfactorily perform the repairs and servicing is necessary. The Bidder's premises will be inspected for plant, equipment and general good management before contracts are awarded.

16. DRESS CODE

The following dress code must be adhered to at all times by all workers:

- 16.1 Workers must have a COMPANY WORK SUIT with the company logo on it.
- 16.2 Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.
- 16.3 The dress code must adhere to the OHSACT in terms of protection for all workers for this particular service.
- 16.4 Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service

17. MATERIAL OF EQUAL QUALITY

- 17.1 New parts, components and material used shall be of equal specification and shall match the existing item that is being replaced. Only genuine parts are acceptable to the Department and the use of pirate parts will not be allowed. New parts, components and material shall conform to SANS 9001.
- 17.2 Parts will be installed and connected to the supplier's specification. Where original spares are no longer available, it shall be brought to the attention of the Department, together with a proposal for the replacement or modification of the item to insure continued serviceability.
- 17.3 The Bidder shall submit to the Department any suppliers or factory guarantee of repaired or replaced components together with his invoice and shall ensure that such guarantees are not jeopardised in any way. All new parts, components and material used in this contract shall be guaranteed for a period of at least 12 months.
- 17.4 The serial numbers of original and new components such as motors, compressors etc., shall be entered on job cards and invoices submitted for payment.
- 17.5 **NOTE:** The Department reserves the right to instruct the Bidder to mark by stencilling or engraving any new part or component of an installation with the complaint number for the repair at his own cost. The marking shall be in a conspicuous place and not spoil the appearance or cause any damage to the part or component.

18. REDUNDANT MATERIAL, RUBBISH AND WASTE

All rubbish and waste shall be removed from the site by the Bidder and the plant rooms shall be kept in a clean and neat condition. The Bidder will be required to submit pictures of the redundant/waste material upon request.

19. FRAUDULENT CONDUCT

Fraudulent conduct shall mean any conduct aimed at obtaining an unjust profit and/or intentional poor quality of work and submitting of inflated, false or incorrect invoices, and any references listed in the National Treasury Regulations.

20. EXECUTION OF REPAIRS

- 20.1 The Contractor shall, in the event of repairs or replacements becoming necessary, submit a Technical report with an estimate of the cost of the work concerned to the Regional Representative and on receipt of instructions to that effect put the work in hand. The technical report must be supported with photos to give an indication of the repairs required and include a motivation for replacement of parts.
- 20.2 The sole purpose of the estimate is to determine the magnitude of the repair and shall not be treated as a firm and final price. The Contractor shall be bound to the labour rates and the price per suppliers invoice plus mark-up in the case of non-scheduled items in this contract. Should the Contractor find that the final cost will be higher than the estimated cost, the Contractor shall obtain a written instruction from the Regional Representative before continuing with the work.
- 20.3 The Regional Representative reserves the right to execute such repairs and replacements with his own staff or by any other means.
- 20.4 If the Contractor fails to respond within the time limits as stated above, the Department should have the right to appoint any other third party to do the work without further notification to the Contractor. The additional costs, if any for such work, executed by the third party, will be for the account of the Contractor.

20.4.1 NOTE: RESPONSE TIME:

The Contractor shall commence with repair work within 24 hours after receipt of an instruction and immediately in the case of emergency repairs in accordance with clause 23 of this contract.

21. MANAGEMENT AND EXECUTION OF WORK

- 21.1 Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- 21.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on site;
- 21.3 Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.

- 21.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof;
- 21.5 Provide qualified artisan(s) to carry out any emergency repair work on a 24 hours basis, including week-ends and public holidays.
- 21.6 Perform maintenance, servicing and repair work during normal working hours and overtime will only be approved as permitted by the Department Representative.
- 21.8 Make suitable arrangements regarding the signing of job cards / Ebis forms with the respective client/user departments. It must be noted that no extra time will be allowed or paid for this exercise and NO invoice will be paid without the original required signed documents. It is also required from the Bidder to sign time in and out in register to be found with the User Department on site.
- 21.9 It is strongly recommended to take as many photos necessary of the work in progress and submit with invoicing as supporting evidence of works performed.
- 21.10 It is of the utmost importance that the contractor whilst working or repairing any Works at any of the Air Force Landing strips, the necessary clearance and reflective protection clothing and demarcating is done before any work is commenced and completed.
- 21.11 All maintenance and repairs shall be executed by competent personnel in the most timesaving and effective manner possible. The Contractor shall at all times have adequate resources available to perform all functions required of him. Resources shall include labour, specialist expertise, tools, test equipment, consumable material, spare parts, operation and maintenance manuals, drawings, and other documentation in order to keep down-time to an absolute minimum. Faulty items must be repaired immediately and returned to the Contractor's stock holding. All tools and equipment required to perform repairs and maintenance shall be supplied by the Contractor, and shall remain his property when the contract lapses.

21.12 Sub-contracting

- 1. Only specialized services to be sub-contracted.
- 2. The bidder shall not sub-contract any portion of the services to be performed under this Agreement without the prior written approval of the Department. No such sub-contractor shall relieve the bidder from its obligations and liabilities under this Agreement, nor shall any sub-contract obligate direct payment from the Department.
- 3. The bidder shall invoice the Department immediately once the sub-contractor has completed work.
- 4. The bidder shall pay the sub-contractor within 3 days after receipt of payment from the Department unless otherwise agreed upon between the bidder and sub-contractor.
- 5. All sub-contractor invoices supplied by bidder shall be fully descriptive of materials used, specifications, work performed, labour rates and hours worked. The sub-contractor's rates shall be marketed related.
- 6. The bidder shall remain the primary debtor and be responsible for the due and

timely performance by any sub-contractor.

22. FORCE MAJEURE

"Force Majeure" shall mean any circumstances not within the reasonable control of either party, including but not limited to Acts of God, inclement weather, flood, lightning, fire, industrial action, lockouts, highways authorities, or other competent authority, act of terrorism, war, military operations or riot. If the bidder is hindered or prevented from performing his obligations under the contract by Force Majeure, such party shall not be liable for failure to perform such obligations, provided that: The bidder shall immediately give written notice to the Department of Public Works Regional Manager/ Regional Facilities manager of the reason for the fault or delay and a plan to recover for lost time in order to perform the required service as soon as is practicable.

Upon cessation of the event of Force Majeure, the bidder shall notify the Department of the cessation and recommences its contractual obligations as soon as practicable.

If as a result of Force Majeure the performance by the bidder of his obligations under the contract is only partially affected, the bidder shall nevertheless remain liable for the performance of those obligations not affected by Force Majeure.

23. OFFICIAL INSTRUCTION FOR REPAIRS

- 23.1 An official instruction for each repair shall be issued to the Bidder. *The Bidder may not accept any instruction from the User Department and/or its employer, or enter into any negotiations with the User Department in regard to any work to be done.*
- 23.2 Instructions for repairs may only be issued to Bidders by officials of this Department. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Bidder in writing. If the Bidder has facsimile facilities, the instruction will be faxed or emailed to him. The Bidder shall not proceed with any work without an official instruction.
- 23.3 No payments shall be made for work executed without the necessary written authority.
- 23.4 Payments will be delayed and invoices returned if order numbers and complaint numbers do not appear on invoices submitted for payment.
- 23.5 *The contractor may not proceed with any new repairs unless all invoices pertaining to prior work done to, or in respect of, the same facility/installation/machinery/equipment/ component have been duly submitted to the Department for payment.*

24. EMERGENCY REPAIRS

- 24.1 For purposes of this Bid document emergency services shall mean work which, in the opinion of the Department, must be carried out without any undue delay, notwithstanding that it may have to be done during normal working hours, Saturday, Sunday and Public Holidays, within time frames as above.

- 24.2 Emergency repairs after hours may be executed with only receipt of an official complaint (CPT) number and only on the telephonic instruction of the Control Works Manager of this Department.
- 24.3 The Bidder shall however ensure that the official of the User Department signs the job card. The Bidder shall also ensure that he obtains the official instruction from the Department on the following working day. No payment will be made without a complaint number, official instruction and duly completed and signed job card.
- 24.4 Only breakdowns which affect public health or the operation and safety of sensitive equipment (Refrigeration, Fresh Water Pumps, Sewerage Pumps, IT Equipment in Laboratories, Access Control, power failure to complexes and buildings, security related defects, etc.) shall be treated as emergency repairs. Breakdowns involving personal comfort will not be considered as emergency repairs unless authorised as such by the Regional Representative of this Department.
- 24.5 **The Work Completion Certificate:**
The Work Completion Certificate (a copy is attached to this document) shall be completed on site immediately after work has been completed and the client is satisfied. Work Completion Certificates shall be submitted to the respective Works Managers on a weekly basis. **An invoice will not be processed if no Works Completion Certificate has been submitted.**

25. JOB CARDS (“M” FORMS) FOR REPAIRS

- 25.1 The Bidder must provide his own supply of Job Cards in accordance with the example included herein.
- 25.2 Job Cards shall be completed in all respects for each and every repair work. Complete a separate job card for every day the service is rendered. Job cards will indicate “job still in progress” and the final job card will indicate “job completed”.
- 25.3 The Job Card must be completed legibly in black ink after completion of each repair. All columns of section (1) one and (2) two on the job card shall be completed by the Bidder and all un-used portions/lines of section (2) two shall be deleted and counter signed by the responsible representative of the User Department, who will also sign-off the Job Card – Section Three (3) pertains. Black ink shall be used in this regard.
- 25.4 Only the artisan who executed the repair work may sign the job card and submit it to the User Department for signature.
- 25.5 In addition to the Original Completed Job Card submitted with the account, the Bidder must submit a copy of the completed Job Card to the User Department for audit purposes and retain a third copy for his official records.
- 25.6 Failure to comply with the above could delay payment.
- 25.7 In the event where the User Department do not have an official date stamp, the onus is on the Bidder to see that the client sign and date in the allocated block on the job card. (No job card will be accepted should the above not be completed)
- 25.8 No Photocopied Job Cards will be accepted under any circumstances with invoicing.

- 25.9 Having blank or incomplete Job cards signed by the client departments before or after work is completed is deemed to be of a fraudulent nature and is in breach of this contract and can and will lead to the cancellation of the contract
- 25.10 The Job Card must be signed by the User Department immediately after the work has been completed, not days/weeks/months thereafter.
- 25.11 **NOTE:** All job cards (hours spent) are to be completed on site. The use of correctional fluid will not be allowed on any documentation.

26. SUBMISSION OF SUPPLIER'S INVOICES (NON SCHEDULED REPAIRS)

- 26.1 Bidders shall submit a certified copy of the supplier's tax invoice (SAPS certified), attached to their accounts in respect of non-scheduled items purchased for such repairs.
- 26.2 Descriptions like "1 x compressor" or "1 x wire" are not acceptable and will lead to the delay of payments. The full description that is essential to order such an item from a supplier, i.e. make, model, serial number, size, capacity, etc. shall be listed on the account.
- 26.3 A separate invoice for each repair shall be submitted. Only invoices from registered and approved suppliers/dealers for the respective equipment/items/parts must be supplied.
- 26.4 The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the Department;
- 26.4.1 Must be on a Company Letter Head;
 - 26.4.2 The words 'tax invoice' in a prominent place;
 - 26.4.3 The name, address and registration number of the supplier;
 - 26.4.4 The name and address of the recipient;
 - 26.4.5 An individual serialized invoice number and the date upon which the tax invoice is issued;
 - 26.4.6 Description of the goods or services supplied;
 - 26.4.7 The quantity or volume of the goods or services supplied;
 - 26.4.8 Either-
 - i) The value of the supply, the amount of tax charged and the consideration for the supply; or
 - ii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

NOTE

- 26.5 Prices must be clear with no corrections; no tippex must be used on any documentation.
- 26.6 The supplier's address and contact details must be clear and current (contactable)

- 26.7 The items listed on the supplier's invoice must be related to the service in question and correlate with items claimed for on job card.
- 26.8 Failure to comply with the above will result in non-payment or a delay to this particular Payment.
- 26.9 The Department has the right to scrutinize all supplier's invoices. Prices for items supplied and services rendered shall be market related.

27. INVOICES FROM BIDDER

- 27.1 Invoices for services rendered, must be accompanied by Job Cards, official instruction and suppliers invoices for non-scheduled items claimed for. The price for each item on the job card shall be cross referenced with the applicable price for similar items in the original tender document by means of the page and item numbers e.g. 2/26 (page 2, item 26

27.2 The following information is required on the layout of an invoice:

- 27.2.1 Invoice must be on company's letterhead;
- 27.2.2 Invoice must be addressed to DPW;
- 27.2.3 Invoice must have invoice date and number;
- 27.2.4 If charge for VAT, invoice must indicate "TAX INVOICE" and company's VAT registration number must appear on invoice;
- 27.2.5 Invoice must indicate,(address) where service was rendered;
- 27.2.6 CPT reference and order numbers must appear on invoice;
- 27.2.7 Full description of work been carried out;
- 27.2.8 The name and email address of the respective Works Manager handling the specific service.

27.3 Services to equipment:

- 27.3.1 Services can be cancelled at the Department's discretion.
- 27.3.2 Services can only be executed on the receiving of a call centre complaint from the Regional Representative.
- 27.3.3 Services completed without call centre complaint will not be paid by the Department
- 27.3.4 The Department will not pay services requested by our Clients to the Contractor and attended by the Contractor without DPW Official.
- 27.3.5 Where major work, extensive repairs, replacement of equipment or where there is damage to facilities or equipment; the contractor shall include photos of the entire repair process with the invoice that is from the first inspection to the completion of the work.
- 27.3.6 When the bidder has done a service to any equipment he/she shall indicate on the invoice "**SERVICE**" in bold and larger font or highlighted.

28. PAYMENT TO CONTRACTORS

- 28.1 Invoices can be submitted weekly or monthly, but it is requested from the Bidders to submit invoices frequently not later than 7 days after completion of a job.
- 28.2 Should the late submitting of invoices frequently occur without valid reason the

Department will have the right to terminate the contract.

- 28.3 Bidders are also urged to submit all outstanding invoices within six (6) months after completion of this contract.
- 28.4 The irregular and non-compliant submission of invoices in respect of completed work shall be taken into account in the assessment of a Bidder's overall performance.
- 28.5 Payment of invoices complying with all the requirements will be made within 30 days after official departmental receipt of correct invoices.
- 28.6 **NOTE: Any errors made by the Bidder, intentionally or unintentionally in the compilation of the job cards and for accounts discovered at a later stage, shall be rectified and the over payment recovered by the Department.**
- 28.7 The successful bidder's administration must be in order.
This implies that all the outstanding invoices for work done for the Department must be submitted before the awarding of the contract.
Failure to do so may lead to not being awarded a contract
- 28.8 The Contractor shall be responsible for accounting to the appropriate authorities for its income tax, VAT, or other moneys required to be paid in terms of any applicable fiscal provision

29. PROFIT ON MATERIAL

Percentage mark-up is allowed on non-scheduled material only and shall be the percentage as rated in schedule two. The total discount obtained from the supplier shall be credited to the Department. The percentage mark-up shall then be calculated on the total discount price excluding VAT. The mark-up ceiling shall not exceed 20%.

30. HOURS OF WORK

The Bidder shall undertake to carry out the repair/servicing during normal working hours, **UNLESS PRIOR** arrangements for working outside normal working hours have been requested by the User Department and approved by this Department.

31. EXECUTION OF WORK BY OTHERS

Although this tender includes day-to-day repairs to all Government Buildings under the jurisdiction of this Department, the respective User Departments who are responsible for minor repairs, reserves the right to carry out such minor repairs by others.

32. RESTRICTION ON THE USE OF LABOUR

- 32.1 Where possible and practical Bidders are to make allowance for on-site training of un-skilled basic mechanical work.
- 32.2 **EXPANDED PUBLIC WORKS PROGRAM: NATIONAL YOUTH SERVICE (EPWP NYS)** - See National Youth Service Additional Specification attached (where applicable).

- 32.3 The CIDB Standard for Developing Skills through Infrastructure Projects forms part of this tender. Further details is explained in the attached document. The CIDB skills development will be managed by the relevant Human Resources official of the Department. The successful bidder will be briefed by the HR official upon award of the tender with respect to this program.

33. MARKING OF EQUIPMENT

The Bidder shall permanently mark all new installations serviced under this contract. The number on each installation shall be unique, issued by the Department and stamped on a metal plate and pop riveted to the installation. The marking shall be in a conspicuous position, but shall not deface the appearance of the installation. Where equipment is already marked with inventory numbers, such will be used and recorded.

34. SUBMISSION OF PROGRESS REPORTS

The Bidder shall be required to provide the Department with a progress report on a weekly basis of all services that are in progress and of those completed. The progress report shall include the status of each job i.e. "completed" or in "progress" as well the completion date or expected completion date and reasons for delay. The progress report can either be submitted individually to each respective Works Manager or as one report with a breakdown highlighting each Works Manager's work. The progress reports must be submitted every Friday or the preceding day if it falls on a public holiday. Job Cards for completed work should also be scanned and emailed to the respective works managers on a weekly basis. The progress report shall be submitted in the format as indicated below:

CPT NUMBER	CURRENT STATUS (IN PROGRESS OR COMPLETED)	DATE COMPLETED OR ESTIMATED COMPLETION DATE	INVOICE AMOUNT OR ESTIMATED AMOUNT	COMMENTS

35. COMPUTER SOFTWARE, PASSWORDS, LICENCES

On any system where computers are used, the Contractor shall, as part of the Contract, supply to the Department licensed and documented copies of all additional or modified software used. Removable disks needed to reload the system to fully operational level in the event of a complete breakdown of the system, or for installation on a new or alternative computer system, must be supplied. The software shall include the operating system, application software, utility software and specific programs written for the system. Where programs are compiled the source files must be handed to the Department.

Installation and start-up procedures shall be clearly set out and documented. Whenever changes are made to the software, the Contractor shall supply the Department with a new set of back-ups of the software that underwent the changes. Software may only be changed with the written permission from the Department, and the reasons for proposed changes shall be fully motivated in writing. Before any changes are made, the original software shall be copied

by the Contractor to removable media, which shall be handed over to the Department.

Should passwords be used on any system, the highest level of passwords shall be handed to the Department in a sealed envelope, and should any changes to the passwords be made, the new passwords shall be handed to the Department in a sealed envelope by the Contractor.

The Contractor shall also supply the Department with anti-virus protection software, which shall be loaded onto the system by the Contractor, and shall be updated by the Contractor, as new versions become available in the market. The protection software shall be memory resident and shall warn the user the moment a virus is detected.

The Tenderer shall allow in his Tender for any reformatting of the hard disk drives which may become necessary, reloading of back-up software and testing of the system once the backup software has been loaded.

The documentation and back-up software must be handed over to the Regional Representative upon completion of the restoration phase of the Contract.

All software installed by the contractor at all state-owned facilities prior to and during this contract shall become the ownership of the Department. The contractor shall provide the Department and the user department (client) with a copy and of the software, licences and passwords.

36. IMPORTANT NOTICE IN TERMS OF THE OHS ACT

In order to correctly evaluate and reconcile this tender document in terms of the Construction Regulations for submission purposes, you are advised to obtain a copy of the following documents.

- a) Health and Safety Specification
- b) Occupational Health and Safety Act, 1993 (ACT 85 of 1993)

37. TRAINING OF OPERATION STAFF

The bidder shall provide training (if required and when necessary) to operational staff/personnel of the client Department in order for them to acquaint themselves with the operation of the systems. This also includes a set of operating instructions, which shall be mounted in the control rooms in the building and which shall be in a location and of a quality approved by the Regional Representative.

The bidder may claim for the time taken to train personnel/operational staff. The bidder shall submit the list of names and contact details of the trainees along with their invoices.

38. DISCLAIMER/EXIT CLAUSE

38.1 SHOULD THE APPOINTED CONTRACTOR NOT PERFORM OR DEFAULTS ON SERVICE DELIVERY WITHIN THE FIRST THREE MONTHS THE DEPARTMENT RESERVES THE RIGHT TO TERMINATE THE CONTRACT AND RECOVER THE DIFFERENCE IN PRICE BETWEEN THE CONTRACTOR IN DEFAULT AND THE NEXT CONTRACTOR RECOMMENDED TO CONTINUE WITH THE CONTRACT, (WHERE APPLICABLE).

38.2 IN THE ABSENCE OF DOCUMENTS APPLICABLE TO THIS CONTRACT, THE SERVICE PROVIDER IS REQUIRED TO USE THE SANS (South African National Standards) DOCUMENTATION, OHS ACT AND ANY OTHER APPLICABLE STANDARDS.

39. CALL CENTER

The Department has a call centre in place which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contracts in respect of the times frames to react to the required service delivery. The successful Bidder shall comply with these times frames and report close calls (service completed) on a weekly basis as above.

40. EQUIPMENT AND ENVIRONMENT

- 40.1 All equipment and components installed shall be new, of high quality, the most recent models and suitable for the application. Special attention shall be given to the availability of spare parts and support for at least 5 years
- 40.2 Ensure that all components are properly protected against possible environmental conditions and tampering.
- 40.3 Waterproof, anti-dust protection for controls and electronic equipment
- 40.4 All galvanizing shall be heavy, hot dipped galvanizing suitable for high corrosive areas. Painting and finishes shall also be suitable for high corrosive areas.
- 40.5 All screws, bolts, supports and other components shall be galvanized, stainless steel or shall be protected by another suitable method against the corrosive environment.

41. EARTHING, BONDING AND LIGHTNING PROTECTION

- 41.1 The Contractor will be responsible for all earthing and bonding of the equipment supplied under this contract.
- 41.2 The earthing and bonding of equipment is to be carried out strictly as described in the standard specifications and to the satisfaction of the Department.
- 41.3 All equipment must be guaranteed against lightning damage.

42. VOLTAGE SURGES

- 42.1 The Contractor is advised to check the surge protection and earthing before commencing with repairs.
- 42.2 The Contractor shall notify the Department in writing if surge protection is required or inadequate and what measures will be required to bring the surge protection to standard.
- 42.3. The earthing and bonding of equipment is to be carried out strictly as described in the standard specifications and to the satisfaction of the Department's representative.

43. DISCLAIMER

Bidders must make and rely on their own investigations and satisfy themselves as to the correctness of any and all aspects of the bid. The Department will not be liable for any incorrect or potentially misleading information in relation to any part of this document and any accompanying bid documents.

44. BIDDER FINANCIAL STANDING

The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt.

ADDENDUM A: LIST OF FACILITIES FOR AREA 1

Athlone : Magistrate Court	Pinelands : SAP - Hennie De Witt Complex
Cape Town : Caledon Square : SAP	Dieprivier : SAP
Cape Town : SAP Garage	Grassy Park : SAP
Cape Town Harbour : SAP – SAS Unity (Waterwing)	Hout Bay : SAP
Cape Town : Bo-Kaap Museum	Hout Bay : SAP - Barracks (Albert Road)
Cape Town : Caledon House	Kennilworth : SAP - Parkhof Flats
Cape Town : Centre of the Book (SA National Library)	Langa : SAP
Cape Town : Customs House	Mowbray : Van Der Ster Building
Cape Town : Customs House - Island Store	Mowbray : Mostert's Mill
Cape Town : Customs House - Island Store (Anartic)	Muizenberg : Magistrate Court
Cape Town : Customs House - Island Store (Marion Island)	Muizenberg : SAP
Cape Town : Groot Constantia Manor House	Muizenberg : SAP - Natalie Labia Museum
Cape Town : Harbour - Jetty 1	Ocean View : SAP
Cape Town : Koopman De Wet	Pollsmoor Prison
Cape Town : Magistrate Court	Silvermine : Military Base
Cape Town : Magistrate Court – Justitia	Simonstown : Magistrate Court
Cape Town : Michaelis Collection	Simonstown : SAP
Cape Town : New Archives (New)	Simonstown : Whole Naval Base
Cape Town : New Archives (Old)	Steenberg : SAP
Cape Town : Rust & Vreugd	Wynberg : Magistrate Court
Cape Town : S.A. Culture Museum	Wynberg : Military Base
Cape Town : SA Library	Wynberg : Military Hospital
Cape Town : SA National Gallery	Youngsfield : Military Base
Cape Town : Slave Lodge	Zeekoevlei : Pelican Park
Cape Town : Thomas Boydell	Hout Bay Harbour
Ysterplaat : Military Base	
Sea Point : Aquarium	
Robben Island	