

## QUOTATION

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**ONE YEAR TERM CONTRACT FOR ADHOC  
MECHANICAL INSTALLATION, REPAIRS AND  
SUPPLY OF MATERIAL TO FACILITIES USED BY  
THE DEPARTMENT OF PUBLIC WORKS AND  
INFRASTRUCTURE IN ELLIOTDALE WITHIN  
AMATHOLE REGION**

**AMR5-22/23-0011**

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**NAME OF COMPANY:**

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**CSD Nr:**

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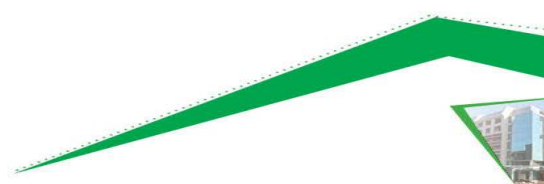
**CRS Nr (CIDB):**

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**CLOSING DATE: 24 AUGUST 2022**

**TIME: 11:00 am**

Department of Public Works &  
Infrastructure  
Corner of Scholl and Amalinda Main Road  
Amalinda  
Block B Building- Reception Area  
East London  
5247



### **T1.1 Bid Notice and Invitation to Bid**

The Eastern Cape Department of Public Works and Infrastructure invites Contractors with a CIDB Grading of 1ME/ ME PE or Higher in the following Class of works **(ME)** Bids for the **AMR5-22/23-0011 One Year Term Contract for Adhoc Mechanical Installation, Repairs and Supply of Material to Facilities Used by the Department of Public Works and Infrastructure in Elliotdale within Amathole Region**

Department of Public Works and Infrastructure will enter into a contract with the successful Bidder.

Bid documents will be available from 10 August 2022.

#### **THERE WILL BE NO SITE BRIEFING MEETING.**

Bid documents can be downloaded free of charge from the Department of Public Works and Infrastructure website: [www.ecdpw.gov.za/tenders](http://www.ecdpw.gov.za/tenders)

**The closing time for receipt of Bids is 11:00 on 24 August 2022.** Telegraphic, telephonic, telex, facsimile, e-mail and late Bids will not be accepted. Bids must be submitted in sealed envelopes clearly marked **“AMR5-22/23-0011 One Year Term Contract for Adhoc Mechanical Installation, Repairs and Supply of Material to Facilities Used by the Department of Public Works and Infrastructure in Elliotdale within Amathole Region”** must be deposited in the Bid box at Department of Public Works and Infrastructure, Corner of Scholl and Amalinda Main Road, Amalinda at **Block B Building – Reception Area**, East London.

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

Bids may only be submitted on the original Bid documentation that is issued. Bidders must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>).

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

#### **B. BID EVALUATION:**

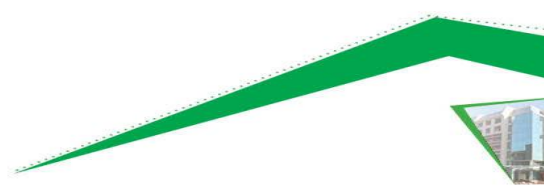
**This bid will be evaluated in Two (2) phases as follows:**

**Phase One:** Compliance, responsiveness to the bid rules and conditions, thereafter (if applicable).

**Phase Two:** Bidders passing stage above will thereafter be evaluated on PPPFA.

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

Maximum points on price	-	<b>80 points</b>
Maximum points for B-BBEE	-	<b>20 points</b>
Maximum points	-	<b>100 points</b>



### C. BID SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications, other Bid conditions and rules are detailed in the Bid document under Bid Data

The Department of Public Works & Infrastructure SCM policy applies.

Bid validity period is **60 days**.

### D. BID SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked “**AMR5-22/23-0011: One-Year Term Contract for Adhoc Mechanical Installation, Repairs and Supply of Materials to Facilities Used by the Department of Public Works and Infrastructure in Elliotdale within Amathole Region**” must be deposited in the Bid box situated at Block B Building – Reception Area, Department of Public Works & Infrastructure, Corner of Scholl and Amalinda Main Road, East London.

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

- **SCM RELATED ENQUIRIES**  
Mr. D. Magwala  
Tel No: **043 711 5798/ 0794940627**  
Email Address: [dumisani.magwala@ecdpw.gov.za](mailto:dumisani.magwala@ecdpw.gov.za)
- **TECHNICAL ENQUIRIES**  
Miss Sithembisile Maneli  
Tel No.: 079 876 8157  
Email Address: [sithembisile.maneli@ecdpw.gov.za](mailto:sithembisile.maneli@ecdpw.gov.za)

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

**Mr Phila Sikelela Ngqikashe**  
**Call: 0800 701 701**



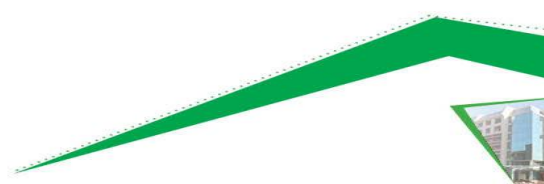
## T1.2 Bid Data

The conditions of Bid are the latest edition of SANS 10845-3, *Standard conditions of Bid*.

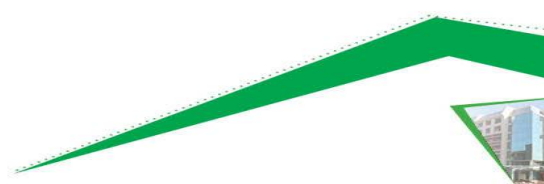
SANS 10845-3 makes several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 *and* as contained in **Annexure F of Standard for Uniformity in Construction Procurement (Board Notice 136 Government Gazette No 38960 of 10 July 2015)**,

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Bid Data
3.1	The Employer is Public Works and Infrastructure. The policy of the employer will apply
3.2	<p>The Bid documents issued by the employer comprise the following documents:</p> <p><b>THE BID</b></p> <p><b>Part T1: Bidding procedures</b></p> <p>T1.1 - Bid notice and invitation to Bid</p> <p>T1.2 - Bid data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Dispute Resolution Mechanism</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing assumptions</p> <p>C2.2 - Bill of Quantities</p> <p><b>Part C3: Scope of work</b></p> <p>C3 - Scope of work</p> <p><b>Part C4: Site information</b></p> <p>C4 - Site information</p>
3.3	The Bid documents issued by the employer comprise the documents listed on the contents page
3.4	<p>The employer's agent is :</p> <p>Name: Lelethu Kumbaca</p> <p>Department of Public Works &amp; Infrastructure</p> <p>Corner of Scholl and Amalinda Main Road,</p> <p>Amalinda</p> <p>East London</p> <p>Tel: 043 711 5741/ 079 037 9069</p> <p>E-mail: <a href="mailto:lelethu.kumbaca@ecdpw.gov.za">lelethu.kumbaca@ecdpw.gov.za</a></p>
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two (2) stage procurement procedure shall be applied.
4	<b>Bid's obligations</b>

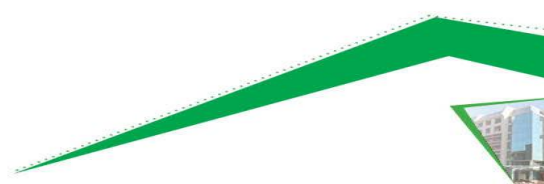


4.1	Only those Bidders who satisfy the following eligibility criteria and who provide the required evidence in their Bid submissions are eligible to submit Bids and have their Bids evaluated:
4.1	<p>The following Bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their Bids evaluated:</p> <ul style="list-style-type: none"> <li>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum bid, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a <b>CIDB Grade 1ME/ ME PE or Higher</b> class of construction work; and</li> <li>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation <b>CIDB Grade ME</b> in terms of a) above and who satisfy the following criteria: <b>N/A</b> <ul style="list-style-type: none"> <li>1) Potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the <i>CIDB Specification for Social and Economic Deliverables in Construction Works Contracts</i>; and</li> <li>2) whom the employer agrees that they will provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.</li> </ul> </li> </ul> <p>Joint ventures are eligible to submit Bids provided that:</p> <ul style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>CIDB Grade ME</b> class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum bid for a <b>CIDB Grade 1ME</b> class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations.</li> </ul>
4.2	<p>The employer will compensate the Bid as follows <b>as per the conditions of the Form of Contract signed or SLA</b>.</p> <p>The employer <b>will not</b> compensate the Bidder for any costs incurred in attending interviews or making any submissions in the office of the employer.</p>
4.3	It is the responsibility of the Bidder to check the Bid documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	<p><b>Confidentiality and copyright of documents</b></p> <p>Treat as confidential all matters arising in connection with the Bid. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a Bid document in response to the invitation.</p>
4.5	Obtain, as necessary for submitting a Bid offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the Bid documents by reference.
4.6	Acknowledge receipt of addenda to the Bid documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the Bid data, in order to take the addenda into account.
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Bid Notice and Invitation to Bid. <b>N/A</b></p> <p>Bidders must sign the attendance list in the name of the Bidding entity. Addenda will be issued to and Bids will be received only from those Bidding entities appearing on the attendance list.</p> <p><b>Bid documents will not be made available at the clarification meeting. N/A</b></p>
4.8	<b>Seek clarification</b>



	<i>Request clarification of the Bid documents, if necessary, by notifying the employer at least <b>5 (Five) working days before the closing time stated in the Bid data. N/A</b></i>
4.9	Bidders are required to state the rates and currencies in Rands. Include in the rates, prices, and the bidden total of the prices (if any), all duties, taxes which the law requires to be paid except value added tax (VAT)], [and other levies payable by successful Bidders, Show the VAT payable by the employer separately as an addition to the bidden total of the prices. <b>Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment.</b> State the rates and prices in monetary value of the contract unless otherwise instructed in the Bid data.
4.10	Do not make any alterations or additions to the Bid documents, except to comply with instructions issued by the employer or to correct errors made by the Bidder and ensure that all signatories to the Bid document initial all such alterations. Do not make erasures using masking fluid.
4.11	Main Bid document are not required to be submitted together with alternative Bids.
4.12	No alternative Bid document will be considered
4.13.1	Bid document communicated on paper shall be submitted as an original. Submit a) the parts of the Bid document communicated on paper as an original plus the number of copies stated in the Bid data, with a translation of any documentation in a language other than the language of communication established in 3.4, and b) the parts communicated electronically by the employer of its agents on paper format with the Bid.
4.13.2	Sign the original and all copies of the Bid document where required in terms of the Bid data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the Bid document. NOTE The employer holds all authorized signatories liable on behalf of the Bidder.
4.13.3	A Bid security in the amount of <b>N/A</b> is required and shall remain valid for a period not exceeding <b>N/A</b> days after the closing date for Bid document. The form of the Bid security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.4	The arrangements for a compulsory clarification meeting are as stated in the Bid Notice and Invitation to Bid <b>N/A</b>
4.15	Bidders must sign the attendance list in the name of the Biding entity. Addenda will be issued to and Bids will be received only from those Biding entities appearing on the attendance list. <b>N/A</b>
4.13.5	The Bidder is required to submit with his Bid the following certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. <i>In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services.</i> 2) CIDB Grading certificate or CRS number.
4.13.5	A two-envelope procedure will not be required.
4.13.5	<del>The "ORIGINAL" and "COPY" are to be submitted as separate packages.</del>
4.13.6	Bids must be submitted in original document and telephonic, telegraphic, telex, facsimile or e-mailed Bid document will not be accepted. The Bidder accepts that the employer does not assume any

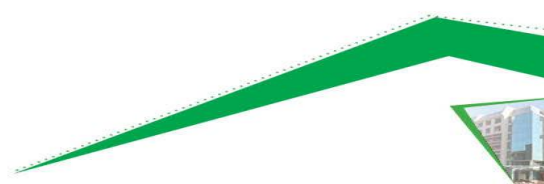




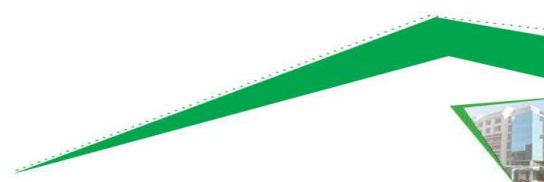
	responsibility for the misplacement or premature opening of the Bid offer if the outer package is not sealed and marked as stated.
4.14	<p>The closing time for submission of Bid document is as stated in the Bid Notice and Invitation to Bid. Ensure that the employer receives the Bid document at the address specified in the Bid data not later than the closing time stated in the Bid data. Proof of posting shall not be accepted as proof of delivery.</p> <p>Accept that, if the employer extends the closing time stated in the Bid data for any reason, the requirements of the standard conditions of Bid in this part of SANS 10845 apply equally to the extended deadline.</p>
4.15.1	<p>The Bid offer validity period is <b>60 days</b>.</p> <p>Hold the Bid document valid for acceptance by the employer at any time during the validity period stated in the Bid data after the closing time stated in the Bid data. If requested by the employer, consider extending the validity period stated in the Bid data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the Bid security, if any, to cover any agreed extension requested by the employer.</p>
4.15.2	<p><b>Placing of contractors under restrictions / withdrawal of Bids</b></p> <p>If any Bidder who has submitted a Bid offer or a contractor who has concluded a contract has, as relevant: withdrawn such Bid or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his Bid, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such Bidder/s may be placed under restriction from Bidding with the state.</p> <p>Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on <b>cidb</b> Inform Practice Note #30.. Excerpts of the policy can be availed on request of any interested Bidder.</p>
4.16	Access shall be provided for the following inspections, tests and analysis: <b>N/A</b>
4.17	The preferred Bidder will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPWI policy
<b>5</b>	<b>Employer's undertakings</b>
5.1	<p>The Employer will respond to requests for clarification received up to <b>Five (5)</b> working days before the Bid closing time. N/A</p> <p>If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the Bid data, grant such extension and notify all respondents accordingly.</p>
5.2	The employer shall issue addenda until <b>Five (5)</b> working days before Bid closing time. N/A
5.3	Bids will be opened immediately after the closing time for Bids at <b>11:00am</b> .
5.4	Do not disclose to Bidders, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of Bid document, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Bidder.
5.5	<p>Determine, after opening and before detailed evaluation, whether each Bid document that was properly received</p> <p>a) complies with the requirements of the standard conditions of Bid in this part of SANS 10845,</p> <p>b) has been properly and fully completed and signed, and</p>

	<p>c) is responsive to the other requirements of the Bid documents.</p> <p>A responsive Bid is one that conforms to all the terms, conditions, and scope of work of the Bid documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would</p> <p>d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,</p> <p>e) significantly change the employer's or the Bidder's risks and responsibilities under the contract, or</p> <p>f) affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified.</p> <p>Reject a non-responsive Bid offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>																
5.6	<p><b>Arithmetical errors, omission and discrepancies</b></p> <p>Check responsive Bids for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.</p>																
5.7.1	<p>The financial offer will be reduced to a comparative basis using the Bid Assessment Schedule.</p> <p><b>Table F.1: Formulae for calculating the value of A</b></p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1<sup>a</sup></th><th>Option 2<sup>a</sup></th></tr><tr><td>1</td><td>Highest price or discount</td><td><math>A = \left( 1 + \frac{(P - P_m)}{P_m} \right)</math></td><td><math>A = P / P_m</math></td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td><math>A = \left( 1 - \frac{(P - P_m)}{P_m} \right)</math></td><td><math>A = P_m / P</math></td></tr><tr><td>a</td><td colspan="3"><math>P_m</math> is the comparative offer of the most favourable comparative offer. <math>P</math> is the comparative offer of the tender offer under consideration.</td></tr></table>	Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>	1	Highest price or discount	$A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$	a	$P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.		
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5.7.2	<p>The procedure for the evaluation of responsive Bids is <b>Method 1: Price only</b>.</p>																
5.7.3	<p>The procedure for the evaluation of responsive bids is <b>Method 2: Price and Preference</b>. In the case of a price and preference:</p> <p><b>Stage 1:</b> Administrative requirements and Mandatory requirements</p> <p><b>Stage 2:</b> Price and preference (80/20 system)</p> <p><b>1. PHASE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</b></p> <p>A. Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed Bid document in a sealed envelope in the Bid box at the closing date and time. Failure to comply will automatically eliminate the Bid for further consideration:</p> <ol style="list-style-type: none"><li>1. Bid must be submitted in original document with original signatures (this document must be submitted in its original format)</li><li>2. Bids must be submitted in original document and bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.</li><li>3. Bidders must be registered with CIDB in the correct grading and class of works as per the Bid notice and requirements. And the status on CIDB be active during award stage. It is the responsibility of the Bidder to keep the status on CIDB active throughout bidding process (advert till award stage).</li><li>4. Bidders must be a legal entity or partnership or joint venture or consortia.</li><li>5. Form of offer and Acceptance (fully completed and signed)</li><li>6. The following Declaration must be duly/efficiently completed and signed (SBD4). In the event a director or one of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this</li></ol>																





	<p>contract, such interest must be disclosed on question 2.3 and 2.3.1. as all companies owned by the bidder will be reflected here.</p> <ol style="list-style-type: none"> <li>7. Compulsory Enterprise Questionnaire, in a case of joint venture/ consortia each party must sign their own separate forms (Completed and signed)</li> <li>8. In the event of a consortia/joint ventures, a signed agreement by all parties must submitted with the bid.</li> <li>9. If the offer (any of the items quoted for) is "VAT Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered.</li> <li>10. If the bidder is a VAT vendor / registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include Vat at 15% in the bid offer(s)</li> <li>11. Certificate of Authority for Joint Ventures (if applicable)</li> <li>12. Resolution to Sign (if applicable)</li> <li>13. Declaration of Employees of the State or other State Institutions.</li> <li>14. Attendance of compulsory briefing meeting (where applicable)</li> <li>15. Only one offer per item per Bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Bidders are also not allowed to submit a bid/ quotation whilst they are in agreements with other Bidders in the form of joint ventures or consortiums.</li> <li>16. Bidders must submit a minimum of one (1) written contactable references for projects successfully completed in the <b>past</b> (clearly indicating client name, contract value, contract term, contact person, contact details). <i>Refer to Annexure N.</i></li> <li>17. The abovementioned reference must be completed and signed by the duly authorised personnel who have knowledge of the project and performance of the bidder, signing on behalf of others is strictly prohibited of the abovementioned project on reference form.</li> <li>18. Bidders must also attach completion certificate of the abovementioned project on reference form from their previous employer as required on Annexure I in order to complement experience mentioned on paragraph 16 above.</li> <li>19. The Department may verify the project mentioned on paragraph 18 &amp; 19 above.</li> <li>20. No bidder will be awarded more than two contracts of this One Year Term Adhoc Contracts batch unless circumstances justify otherwise.</li> <li>21. Bidders must attach a certified copy of mechanical trade tested certificate and an ID copy. ( Not certificate for air-conditioning &amp; refrigeration mechanic of the person who is going to carry out the work)</li> <li>22. The Department may verify the abovementioned certificate with the relevant accreditation authority.</li> <li>23. Foreign qualification or certification must be accompanied by an evaluation certificate from the South African Qualification Authority (SAQA).</li> </ol> <p><b>B. Other Conditions of bid</b></p> <ol style="list-style-type: none"> <li>i. The bidder must be registered on the Central Supplier Database (CSD) prior the award</li> <li>ii. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.</li> <li>iii. Failure to complete section 7: SUB-CONTRACTING as per the SBD 6.1, will automatically results in the non-awarding of points for B-BBEE.</li> <li>iv. Should the bidder intend to sub-contract more than 25%, it is compulsory to submit valid B-BBEE certificates or a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths prepared and issue (for EMEs/QSEs) for all proposed sub-contractors. Failure will automatically result in no points awarded for B-BBEE, irrespective if the main bidder submitted an original or certified copy of his/her own B-BBEE certificate.</li> <li>v. A valid original or certified copy of B-BBEE certificate must be submitted with the bid OR "Sworn Affidavit in terms of the amended B-BBEE Construction Sector Codes</li> </ol>
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- (CSC000) must be submitted in order to qualify for preference points for B-BBEE. In order to be valid, the sworn affidavit must clearly state the financial year end period or date. In case of a joint venture or consortium a valid original or certified copy of B-BBEE certificate must submit a consolidated B-BBEE certificate. In case of EMEs/QSEs submitting separate Sworn Affidavits, the EME or QSE with the lowest B-BBEE contributor will be used for purposes of calculating points. Bidders are encouraged to either consolidate their B-BBEE point calculations or form (joint ventures) with partners which have the same level of B-BEE contribution or higher. Failure to comply with this, will automatically results in the non-awarding of points for B-BBEE.
- vi. The Department reserves the right to contract with the successful bidder by use of a signed appointment letter or purchase order.
  - vii. This bid will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
  - viii. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item equivalent or better.
  - ix. The client reserves the right to intervene and/or assist in the selection of local sub-contractors, during contract administration.
  - x. The successful bidder (after being informed) will be required to sign a contract.
  - xi. At any time during project implementation, the accounting officer/authority and/or relevant treasury reserves the right to inspect the contractor's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the accounting officer/authority/relevant treasury.

## **2. PHASE TWO: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017**

The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000* (Act No. 5 of 2000) and B-BBEE/ PPPFA Regulations of 2017

Criteria	Points
<b>POINTS ON PRICE</b>	<b>80</b>
<b>B-BBEE</b>	<b>20</b>
<b>TOTAL</b>	<b>100</b>

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

(a) The following formula must be used to calculate the points for price in respect of Bids (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

The financial offer will be scored using the following formula:

$$A = (1 - (P - P_m))$$

$P_m$

The value of value of  $W_1$  is:

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



5.7.4	The procedure for the evaluation of responsive Bids is <b>Method 3: Functionality, Price and Preference</b>														
5.8.5	The procedure for the evaluation of responsive Bids is <b>Method 4: Quality, Price and Preference</b> : In the case of a functionality, price and preference: Score functionality, rejecting all Bid offers that fail to achieve the minimum number of points for functionality as stated in the Bid Data.														
5.9.1	The evaluation criteria and maximum score in respect of each of the criteria are given hereunder.														
5.9.2	<p>The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows:</p> <table border="1"> <thead> <tr> <th>Score (Points)</th><th>Prompt for judgement</th></tr> </thead> <tbody> <tr> <td>0-30</td><td><del>Failed</del> to address the questions / issues.</td></tr> <tr> <td>30-50</td><td><del>A detrimental response / answer / solution</del> — limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available.</td></tr> <tr> <td>50-70</td><td><del>Less than acceptable</del> — response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.</td></tr> <tr> <td>70-80</td><td><del>Acceptable response</del> — answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought are convincing.</td></tr> <tr> <td>80-90</td><td><del>Above acceptable</del> — response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.</td></tr> <tr> <td>90-100</td><td><del>Excellent</del> — response / answer / solution gives real confidence that the Bidder will add real value.</td></tr> </tbody> </table> <p><del>The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.</del></p>	Score (Points)	Prompt for judgement	0-30	<del>Failed</del> to address the questions / issues.	30-50	<del>A detrimental response / answer / solution</del> — limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available.	50-70	<del>Less than acceptable</del> — response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.	70-80	<del>Acceptable response</del> — answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought are convincing.	80-90	<del>Above acceptable</del> — response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.	90-100	<del>Excellent</del> — response / answer / solution gives real confidence that the Bidder will add real value.
Score (Points)	Prompt for judgement														
0-30	<del>Failed</del> to address the questions / issues.														
30-50	<del>A detrimental response / answer / solution</del> — limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available.														
50-70	<del>Less than acceptable</del> — response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.														
70-80	<del>Acceptable response</del> — answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought are convincing.														
80-90	<del>Above acceptable</del> — response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.														
90-100	<del>Excellent</del> — response / answer / solution gives real confidence that the Bidder will add real value.														
5.10	<p><b>Bid offers will only be accepted if:</b></p> <ol style="list-style-type: none"> <li>the bidder is registered on the Central Supplier Database (CSD) for the South African government ( see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</li> <li>the bidder is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin.</li> <li>the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>the bidder or any of its directors/shareholders is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>the bidder has not: <ol style="list-style-type: none"> <li>abused the Employer's Supply Chain Management System; or</li> <li>failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> <li>the bidder has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process;</li> <li>the bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests</li> </ol>														

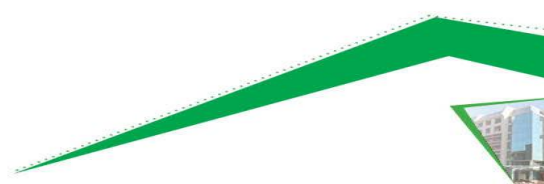


	<p>of the employer or potentially compromise the bid process and persons in the employ of the state are permitted to submit bids or participate in the contract;</p> <p>h) the bidder has duly completed and signed the <b>SBD 4</b>. Incomplete or unsigned or poorly completed forms will lead to a bidder being declared non responsive. No second chance will be afforded to a bidder to come and complete or sign an information.</p> <p>i) Bids which are late, incomplete, unsigned or submitted in copy or by facsimile or electronically will not be accepted.</p> <p>j) The bidder undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.</p> <p>k) The preferred bidder will in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, comply with the necessary competencies and resources to carry out the work safely.</p> <p>l) the bid has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their bid offers during this process.</p> <p>m) A Resolution of signatory form has been completed and signed by directors or a letter bearing a letterhead of the bidder has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted with the bid. Only a duly authorized official can sign the bid.</p> <p>n) Prospective bidders must register on CSD prior submitting bids (open bids). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process will be afforded an opportunity of not more than 7 working days to correct their tax matters failure to comply within the prescribed period will lead to the Department not considering the bidders offer any further.</p> <p>o) <b>NOTE:</b> The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's bid submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.</p> <p>p) The department reserves the right not to award the bid to the most favorable bidder, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department; has performed unsatisfactorily in the past.</p> <p>q) The department reserves the right to accept or reject any Quote in response to the advertisement and to withdraw its decision to seek provision of these services at any time.</p> <p>r) The department may conduct an inspection of premises without prior notice if necessary.</p> <p>s) Successful bidder to ensure that products delivered during the contract period comply with the specifications in the Quote and samples submitted if there's any; failure to comply will result in the termination of contract for that particular item(s).</p> <p>t) Suppliers should under no circumstances deviate from the orders issued by the department.</p>
5.17	The number of paper copies of the signed contract to be provided by the employer is 1.
	<p>The additional conditions of Bid are:</p> <ul style="list-style-type: none"> <li>• Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item equivalent or better.</li> <li>• The department reserves the rights to extend the Bid validity period beyond the date</li> </ul>



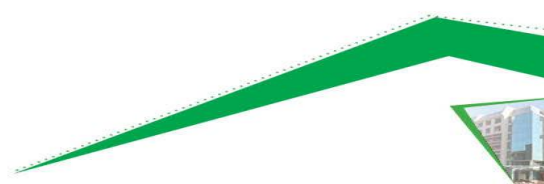
	stipulated in the Bid notice/documents. Bidders will be requested to confirm that their prices will not change as a result of this process. This will assist to finalise the bid process.
5.18	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the <b>cidb</b> for investigation as a breach of the <b>cidb Code of Conduct</b> in terms of the <b>cidb Regulations</b> ; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the <b>cidb Regulations</b> and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.
5.19	For the works as a whole: The date for practical completion shall be one (1) year from the commencement date. Due to the nature of this contract, it will be difficult to impose penalties for non-compliance; under – compliance or poor performance by the awarded contractor and therefore should any of the above occur, it shall be regarded as a breach of contract and the Department shall be entitled to terminate this Agreement after it had notified the contractor about the breach contract in writing. Should the contractor breach any provision of the Contract Agreement and fail to remedy such breach within seven (07) days of receipt of written notice from the Department, the Department shall be entitled to cancel the contract agreement by giving written notice to that effect to the contractor. Such cancellation shall be without prejudice to any other remedies the Department may have in terms of common law pursuant to such breach and termination. The Department shall not be precluded from claiming damages from the contractor, should damages be suffered by the Department or any third party as a result of any conduct on the part of the contractor.
T.2.1	<b>A. List of returnable documents</b>
1	<b>Documentation to demonstrate eligibility to have Bids evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</b> <ul style="list-style-type: none"> <li>• Appropriate CIDB grading suitable for the works (as stated in 4.1).</li> <li>• The Attach a list of past projects (stating the name, amount, client name, project manager, duration, completion date) – project references and completion certificate which are completed by the duly authorized person from the previous employer.</li> </ul>
2	<b>Returnable Schedules required for Bid evaluation purposes</b> The Bidder must fully and appropriately complete and sign the following returnable schedules as relevant: <ul style="list-style-type: none"> <li>• Record of Addenda to Bid Documents</li> <li>• Proposed amendments and qualifications</li> <li>• Compulsory Enterprise Questionnaire (JV partners must complete separate Questionnaire forms and submit).</li> <li>• SBD 4</li> <li>• Form of Offer and Acceptance</li> <li>• Final Summary of Bills of Quantities or a complete Pricing Schedule</li> <li>• Certificate of Authority for Joint Ventures, if applicable.</li> </ul>
3	<b>Other documents required for Bid evaluation purposes</b> The Bidder must provide the following returnable documents: <ul style="list-style-type: none"> <li>• And original or certified copy of a valid B-BBEE Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see <a href="http://www.sanas.co.za/directory/bbee_default.php">www.sanas.co.za/directory/bbee_default.php</a>) if preference points are claimed in respect of Broad-Based Black Economic Empowerment. A Bidder which is a</li> </ul>



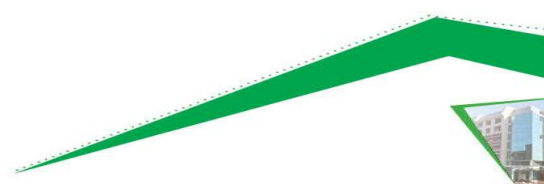


	<p>EME or QSE can submit a duly signed a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths. In order to be valid, the sworn affidavit must clearly state the financial year end period or date. For an entity Bidding as a joint venture, a valid consolidated B-BBEE Certificate meeting same requirements must be submitted with the bid. Failure to comply, will automatically results in the non-awarding of points for B-BBEE.</p> <ul style="list-style-type: none"> <li>• A CSD Report for a contractor with valid and correct information or the CSD number.</li> <li>• A certified copy of mechanical trade tested certificate and an ID copy of the person who is going to carry out the work. (Not air-conditioning &amp; refrigeration mechanic certificate).</li> <li>• A CIDB status printed on the day of evaluation of bids.</li> </ul>
4	<p><b>Returnable Schedules that will be incorporated into the contract</b></p> <p>The Bidder must complete the following returnable documents:</p> <ul style="list-style-type: none"> <li>• A duly completed Annexure C and SBD 6.2 ( <b>N/A</b> )</li> <li>• Details of Bids nearest office</li> <li>• Returnable Documents: Company Details</li> <li>• Returnable Documents: Company Composition</li> <li>• Declaration: Validity of Information Provided</li> <li>• Bidders must submit a list of projects where he or she has submitted Bid offers but Bid results have not been confirmed by the client. Refer to Annexure L. This is not an elimination factor, but important for the department to make a decision.</li> <li>• The Bidder must also list all projects where there are pending litigations or litigations have been concluded. The form for this is also attached after Annexure M. This is not an elimination factor, but important for the department to make a decision.</li> <li>• Bidders must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the bid. Refer to Annexure K and H. This is not an elimination factor, but important for the department to make a decision</li> <li>• A letter of good standing from compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No.130 Of 1993) will be required from the preferred Bidder.</li> </ul>
5	<p>Only authorized signatories may sign the original and all copies of the Bid offer where required. In the case of a ONE-PERSON CONCERN submitting a Bid, this shall be clearly stated. In the case of a <b>COMPANY</b> submitting a Bid, include a copy of a <u>resolution by its board of directors</u> authorizing a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a <b>CLOSE CORPORATION</b> submitting a Bid, include a copy of a <u>resolution by its members</u> authorizing a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a <b>PARTNERSHIP</b> submitting a Bid, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case <u>proof of such authorization</u> shall be included in the Bid.</p> <p>In the case of a <b>JOINT VENTURE/CONSORTIUM</b> submitting a Bid, include <u>a resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorizing a member of the joint venture to sign the documents on behalf of the joint venture.</p> <p><b><u>Accept that failure to submit proof of authorization to sign the Bid shall result in the Bid offer being regarded as non-responsive.</u></b></p>
6	<p><b>Information and data to be completed in all respects</b></p> <p>Accept that Bid offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as nonresponsive.</p>

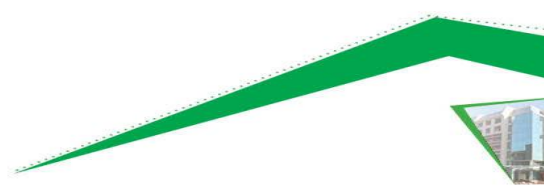




7	<p><b>Canvassing and obtaining of additional information by Bidders</b></p> <p>The Bidder shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his Bid, after the opening of the Bids but prior to the Employer arriving at a decision thereon.</p> <p>The Bidder shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of Bids.</p>
8	<p><b>Prohibitions on awards to persons in service of the state</b></p> <p>The Employer is prohibited to award a Bid to a person -</p> <ol style="list-style-type: none"> <li>who is in the service of the state; or</li> <li>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> <li>a person who is an advisor or consultant contracted with the Department or municipal entity.</li> </ol> <p><b>In the service of the state</b> means to be -</p> <ol style="list-style-type: none"> <li>a member of:- <ol style="list-style-type: none"> <li>any municipal council;</li> <li>any provincial legislature; or</li> <li>the National Assembly or the National Council of Provinces;</li> </ol> </li> <li>a member of the board of directors of any municipal entity;</li> <li>an official of any Department or municipal entity;</li> <li>an employee of any national or provincial department;</li> <li>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>a member of the accounting authority of any national or provincial public entity; or</li> <li>an employee of Parliament or a provincial legislature.</li> </ol> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the Bid of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p><b>Awards to close family members of persons in the service of the state</b></p> <p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including -</p> <ol style="list-style-type: none"> <li>a) the name of that person;</li> <li>b) the capacity in which that person is in the service of the state; and</li> <li>c) the amount of the award.</li> </ol> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the Bid of persons in service of state in part T2 of this procurement document must be completed.</p>
10	<p><b>Respond to requests from the Bidder</b></p> <p>The employer will respond to requests for clarification up to <b>5 (five) working days</b> before the Bid closing time. N/A</p>
11	<p><b>Opening of Bid submissions</b></p> <p>Bids will be opened immediately after the closing time for Bids</p>
12	<p><b>Scoring quality / functionality</b></p> <p>Yes, refer to 5.11.9 (N/A)</p>



13	<p><b>Cancellation and re-invitation of Bids</b></p> <p>An organ of state may, prior to the award of the Bid, cancel the Bid if-</p> <ul style="list-style-type: none"><li>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</li><li>(b) funds are no longer available to cover the total envisaged expenditure; or</li><li>(c) no acceptable Bids are received.</li><li>(d) Bid validity period has expired.</li><li>(e) Gross errors in the bid documents or procurement processes.</li></ul> <p>The decision to cancel the Bid will be published in the CIDB website and in the Bid Bulletin or the media in which the original Bid invitation as advertised.</p>
14	<p>Dispute resolution mechanism will be done through the <b>Adjudication</b> route.</p>
15	<p>The department must when acting against the Bidder or person awarded the contract on a fraudulent basis, consider the provisions of Regulation 14:</p> <p>The remedies provided for in Preferential Procurement Regulations 2017 do not prevent an institution from instituting remedies arising from any other prescripts or contract.</p>
15	<p>Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the <b>cidb</b> for investigation as a breach of the <b>cidb Code of Conduct</b> in terms of the <b>cidb Regulations</b>; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the cidb Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.</p>



## T2.1 List of Returnable Documents

The Bidder must complete the following returnable documents:

### 1 Returnable Schedules required for quotation evaluation purposes

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

### 2 Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Final Summary (Bills of Quantities)
- SBD 4
- Certified copy of B-BBEE Status Level Verification certificate OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths (Annexure B)
- Minimum of 1 Project Reference and completion certificate (the project reference must be completed, signed and stamped by the duly authorised representative of the previous employer).

### 3 Returnable Schedules that will be incorporated into the contract

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed (where applicable as per bid conditions)
- Schedule of Plant and Equipment (where applicable as per bid conditions)
- Record of projects: current and on Bid. (where applicable as per bid conditions)
- Sub contract agreement (if applicable).

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS &amp; INFRASTRUCTURE</b>					
BID NUMBER:	AMR5-22/23-0011	CLOSING DATE:	24 AUGUST 2022	CLOSING TIME:	11H00
DESCRIPTION	ONE YEAR TERM CONTRACT FOR ADHOC MECHANICAL INSTALLATION, REPAIRS AND SUPPLY OF MATERIAL TO FACILITIES USED BY THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN ELLIOTDALE WITHIN AMATHOLE REGION				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>					
<b>CORNER OF SCHOLL AND AMALINDA MAIN ROAD AMALINDA BLOCK B BUILDING – RECEPTION AREA EAST LONDON</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MR D MAGWALA		CONTACT PERSON	MISS S MANELI	
TELEPHONE NUMBER	043 711 5798/079 494 0627		TELEPHONE NUMBER	079 876 8157	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	dumisani.magwala@ecdpmi.gov.za		E-MAIL ADDRESS	sithembisile.maneli@ecdpmi.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW ]		
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

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

DATE: .....



## Compulsory Enterprise Questionnaire

### A Compulsory Enterprise questionnaire

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: cidb registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number ..... Tax  
reference number .....

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

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

**Section 8: The attached SBD 8 must be completed for each Bid and be attached as a requirement.**

**Section 9: The attached SBD 9 must be completed for each Bid and be attached as a requirement.**

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

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

Signed

Date

Name

Position



## Compulsory Declaration

B

### Compulsory Declaration

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

#### Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

#### Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

#### Section 3: SARS Information

Tax reference number	
VAT registration number:	(State Not Registered if not registered for VAT)

#### Section 4: Central Supplier Database Registration Number

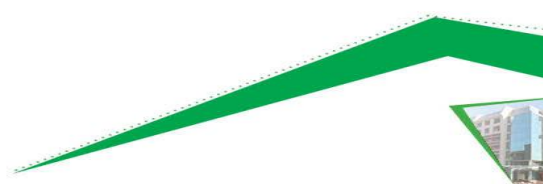
Central Supplier Database Registration number (Compulsory)	
CIDB Registration number (if applicable)	

#### Section 5: Particulars of principals

**Principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary



### Section 6: Record in the service of the state

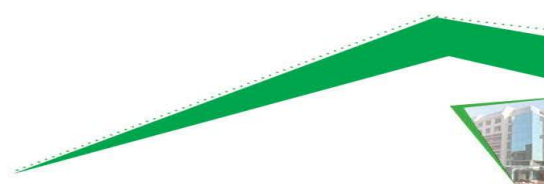
Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- |  |  |
|--|--|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                |  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity   |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |  |

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (✓(tick) appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary



### Section 7: Record of family member in the service of the state

**Family member:** a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                |   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

If any of the above boxes are marked, disclose the following:

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (✓ (tick) appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

### Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the Biding entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes      ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

### Section 9: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the Biding entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the Biding entity or any of its principals appears on:
  - a) the Register of Bid Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
  - b) National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))
- ii) neither the Biding entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the Biding entity is not associated, linked or involved with any other Biding entities submitting Bid offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential Biding entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters,

intentions to submit a Bid or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a Bid;

- vi) has no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the Bidder or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the Bidder's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any Sub-Consultants who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

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

Signed

Date

Name

Position

*Enterprise name*

NOTE 1 The Standard Conditions of Bid contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that Bidders avoid conflicts of interest, only submit a Bid offer if the Bidder or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one Bid either as a single Bidding entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any Bidder who engages in fraudulent and corrupt practice. Clause 3.1 also requires Bidders to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct, which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a Bid.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive Bidding. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

## **BIDDER'S DISCLOSURE**

### **1. PURPOSE OF THE FORM**

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

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

### **2. Bidder's declaration**

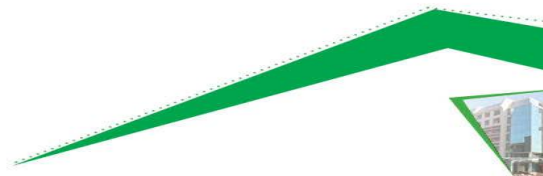
2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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



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:

.....  
.....

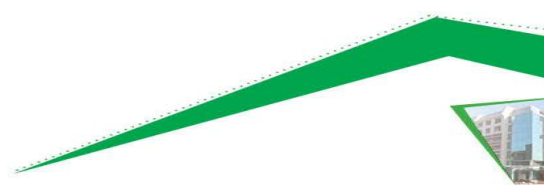
### 3 DECLARATION

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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 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.

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





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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder



## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

b) The 80/20 preference point system will be applicable to this Bid

Points for this bid shall be awarded for:

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

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

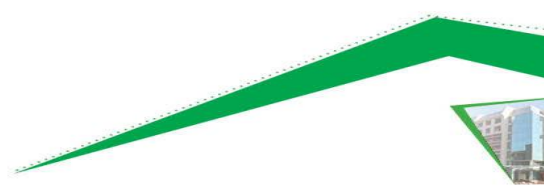
	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

#### 2. DEFINITIONS

(a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the



Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a Bidder to provide goods or services in accordance with specifications as set out in the Bid documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

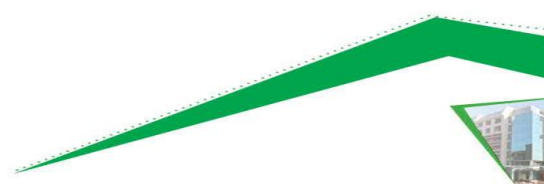
A maximum of 80 points is allocated for price on the following basis:

**80/20**

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

Where

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



#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

#### 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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



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

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....  
 .....  
 .....  
 .....

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]



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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

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

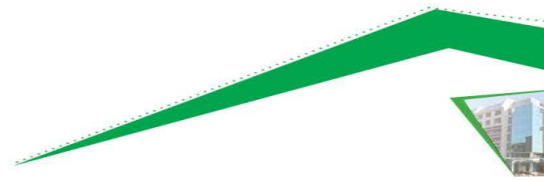
DATE: .....

ADDRESS .....

.....

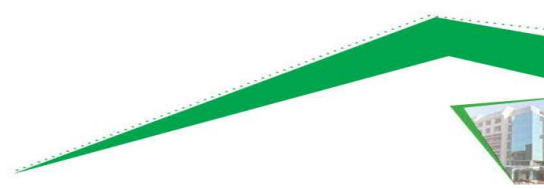
.....





***VALID ORIGINAL OR CERTIFIED COPY OF B-BBEE  
CERTIFICATE***

**(IF APPLICABLE, ATTACH HERE)**



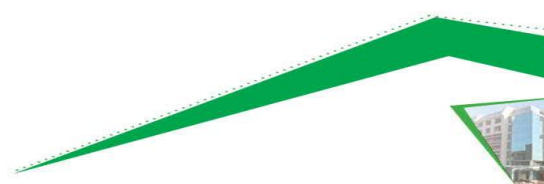
## SWORN AFFIDAVIT

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

**NB: CHOOSE ONLY ONE i.e EME or QSE!!!!)**

### PLEASE NOTE:

Before completing the following sworn affidavit forms Please read Bid data.



## **SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE (EME) – CONTRACTORS**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> <li>i. Before 27 April 1994; or</li> <li>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that</li> </ol>

3. I hereby declare under Oath that:
  - ☐ The Enterprise is \_\_\_\_\_% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - ☐ The Enterprise is \_\_\_\_\_% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - ☐ The Enterprise is \_\_\_\_\_% **Black Designated Group Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_ (DD/MM/YYYY), the annual Total Revenue was equal to/or less than R10,000,000.00 (ten Million Rands or less),

- ☐ Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
At least 30% Black Owned but less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	<b>Level Five</b> (80% B-BBEE procurement recognition level)	

**NB: KEY NOTES FOR EMES (extract from Gazette No. 41287)**

- 3.6.2.4.1 An Exempted Micro Enterprise (EME) with a total annual revenue of less than R1.8 million in the case of BEPs and less than R3 million in the case of Contractors are :
  - A) Not subject to the discounting principle and therefore do not have to comply with the QSE Skills Development element, and
  - B) Not required to have an authorised B-BBEE verification certificate, and may present an affidavit or a certificate issued by the Companies and Intellectual Property Commission (CIPC), in respect of their ownership and annual turnover.
- Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017.  
Details are available on: [www.thedti.gov.za/economic\\_empowerment/bee\\_sector\\_charters.jsp](http://www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp)
- An electronic copy can also be requested through DPWI offices (Supply Chain Offices)
- 4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- 5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp



## SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE (QSE) – CONTRACTORS

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> <li>i. Before 27 April 1994; or</li> <li>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that</li> </ol>

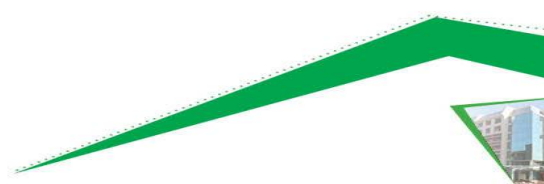
3. I hereby declare under Oath that:

- ☐ The Enterprise is \_\_\_\_\_% **Black Owned** as per Amended Code Series CSC000 of the

Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- ☐ The Enterprise is \_\_\_\_\_% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- ☐ The Enterprise is \_\_\_\_\_% **Black Designated Group Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under



section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- ☐ Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_(DD/MM/YYYY), the annual Total Revenue was between 10 million (ten Million Rands) and less than R50,000,000.00 (fifty Million Rands).
- ☐ Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

**NB: KEY NOTES FOR QSE (extract from Gazette No. 41287)**

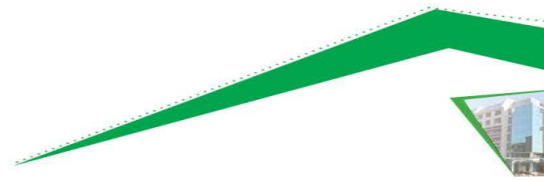
- 5.6.3 A QSE that is at least 51% Black Owned or 100% Black Owned that does not comply with paragraph 3.6.2.3 above, will be discounted by one level from that level awarded in paragraphs 5.3.1 and 5.3.2 respectively.
  - 5.3.4 Despite paragraphs 5.2, 5.3.1 and 5.3.2, an at least 51% Black Owned QSE's B-BBEE Status Level and corresponding B-BBEE Recognition Level will be enhanced by one level if it achieves full points (excluding the bonus points) for the Skills Development element of the QSE Scorecard (paragraphs 1.1, 1.2 and 1.3 of Statement CSC603) or the Preferential Procurement and Supplier Development element of the QSE Scorecard (paragraphs 1.1, 1.2, 1.3 and 2.1 of CSC604).
  - 5.3.5 For the avoidance of doubt, a Measured Entity that is measured in terms of the full QSE scorecard is not eligible for enhancement in terms of paragraph 5.3.4 above.
  - Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017.  
Details are available on: [www.thedti.gov.za/economic\\_empowerment/bee\\_sector\\_charters.jsp](http://www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp)
  - An electronic copy can also be requested through DPWI offices (Supply Chain Offices)
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
  5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp





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

(ATTACH HERE)



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



## Form of Offer and Acceptance

### FORM OF OFFER AND ACCEPTANCE

<b>Project title</b>	ONE YEAR TERM CONTRACT FOR ADHOC MECHANICAL INSTALLATION, REPAIRS AND SUPPLY OF MATERIAL TO FACILITIES USED BY THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN ELLIOTDALE WITHIN AMATHOLE REGION
<b>SCMU number</b>	AMR5-22/23-0011

#### OFFER

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

#### ONE YEAR TERM CONTRACT FOR ADHOC MECHANICAL INSTALLATION, REPAIRS AND SUPPLY OF MATERIAL TO FACILITIES USED BY THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN ELLIOTDALE WITHIN AMATHOLE REGION

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

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

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

.....Rand

(in words);

R .....(in figures)

(or other suitable wording)

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

Signature

Name

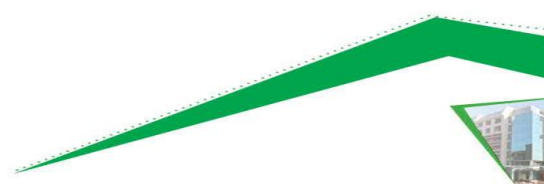
Capacity

**for the Bidder**

(Name and address of organization)

1. Name and signature of witness ..... Date .....

2. Name and signature of witness ..... Date .....



## ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing data

Part C3 Scope of work.

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

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

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

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

Signature .....  
Name .....  
Capacity .....  
**for the** .....  
**Employer** .....

(Name and address of organization)

Name and signature

of witness ..... Date .....

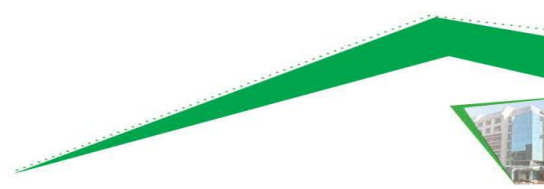
### Schedule of Deviations

1 Subject .....  
Details .....

2 Subject .....  
Details .....

3 Subject .....  
Details .....

4 Subject .....  
Details .....

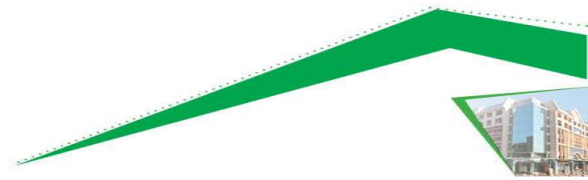


By the duly authorised representatives signing this agreement, the employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Bid data and addenda thereto as listed in the Bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Bid/ quotation documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

<sup>1</sup> As an alternative, the following wording may be used:

*Notwithstanding anything contained herein, this agreement comes into effect ONE working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the Bidder of the tracking number within 12hours of such submission. Unless the Bidder (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.*



### FINAL SUMMARY

<b>Project title</b>	ONE YEAR TERM CONTRACT FOR ADHOC MECHANICAL INSTALLATION, REPAIRS AND SUPPLY OF MATERIAL TO FACILITIES USED BY THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN ELLIOTDALE WITHIN AMATHOLE REGION
<b>SCMU number</b>	AMR5-22/23-0011

<b>Sub Total 1: Item 1-8</b>	
<b>Contingencies</b>	
<b>Sub Total 2</b>	
Add: 15% Value Added Tax to <b>Sub Total 2</b>	
<b>TOTAL CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE</b>	





**C**

**RECORD OF ADDENDA TO BID DOCUMENTS**

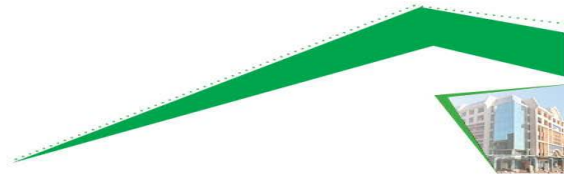
<b>PROJECT TITLE</b>	ONE YEAR TERM CONTRACT FOR ADHOC MECHANICAL INSTALLATION REPAIRS AND SUPPLY OF MATERIAL TO FACILITIES USED BY THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN ELLIOTDALE WITHIN AMATHOLE REGION		
<b>SCMU NUMBER</b>	AMR5-22/23-0011		
I / We confirm that the following communications received from the Department of Public Works & Infrastructure before the submission of this Bid offer, amending the Bid documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
<b>Item</b>	<b>Date</b>	<b>Title or Details</b>	<b>No. of Pages</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Bidder .....



**D**

**PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

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

<b>PROJECT TITLE</b>	ONE YEAR TERM CONTRACT FOR ADHOC MECHANICAL INSTALLATION, REPAIRS AND SUPPLY OF MATERIAL TO FACILITIES USED BY THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN ELLIOTDALE WITHIN AMATHOLE REGION
<b>SCMU NUMBER</b>	AMR5-22/23-0011

Page	Clause /Item	Proposal

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

Signed

Date

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Name

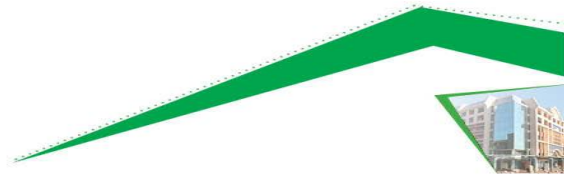
Position

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*Enterprise name*

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## E

**A: RESOLUTION FOR SIGNATORY**  
**CERTIFICATE OF AUTHORITY FOR SIGNATORY**

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

An example is given below:

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

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

sign all documents in connection with the Bid for Contract No. \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

**WITNESSES:**

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

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



## F

### CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

<b>PROJECT TITLE</b>	ONE YEAR TERM CONTRACT FOR ADHOC MECHANICAL INSTALLATION, REPAIRS AND SUPPLY OF MATERIAL TO FACILITIES USED BY THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN ELLIOTDALE WITHIN AMATHOLE REGION
<b>SCMU NUMBER</b>	AMR5-22/23-0011

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner: ..... .		Signature. . . . .  Name ..... Designation.....
..... .		Signature. . . . .  Name ..... Designation.....
..... .		Signature. . . . .  Name ..... Designation.....
..... .		Signature. . . . .  Name ..... Designation.....



## G

### SCHEDULE OF PROPOSED SUBCONTRACTORS

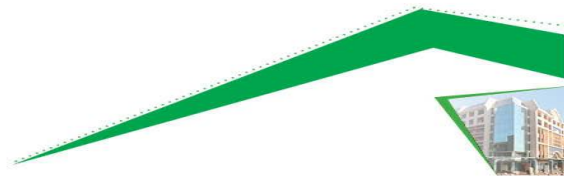
<b>PROJECT TITLE</b>	ONE YEAR TERM CONTRACT FOR ADHOC MECHANICAL INSTALLATION, REPAIRS AND SUPPLY OF MATERIAL TO FACILITIES USED BY THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN ELLIOTDALE WITHIN AMATHOLE REGION
<b>SCMU NUMBER</b>	AMR5-22/23-0011

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below. This should also be declared on **SBD 6.1 form**.

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

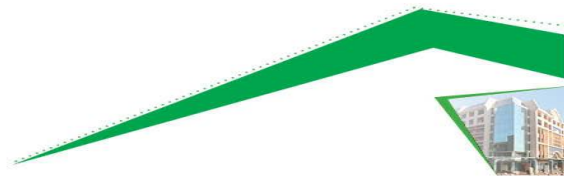
We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).

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



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





Signed

Date

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Name

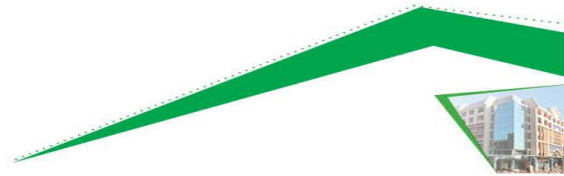
Position

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*Enterprise name*

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## H

### CAPACITY OF THE BIDDER

<b>PROJECT TITLE</b>	ONE YEAR TERM CONTRACT FOR ADHOC MECHANICAL INSTALLATION, REPAIRS AND SUPPLY OF MATERIAL TO FACILITIES USED BY THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN ELLIOTDALE WITHIN AMATHOLE REGION
<b>SCMU NUMBER</b>	AMR5-22/23-0011
<p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. (This is not an elimination factor, but important for the department to make a decision when doing risk assessment).</p> <p><i>Artisans and Employees: (Artisans and Employees to be ,or are ,employed for this project )</i></p>	

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Site Agent		
	Project Manager		
	Artisan (Diesel mechanic with trade test certificate )		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans(Electrician with trade test certificate)		
	Unskilled employees		
	Others		

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

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



I

## RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Bidders must submit details of at least one similar project successfully completed. **Attach completion certificate for each of the project provided.** (This is important for the department in order to make a decision and will lead to elimination of bids). The information mentioned on this form must correspond with the information on Annexure N (project reference form).

The description of each project must include the following information:

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

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					
4					

***Attach a separate page to address this issue if there are more projects.***

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

Signed

Date

-----

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Name

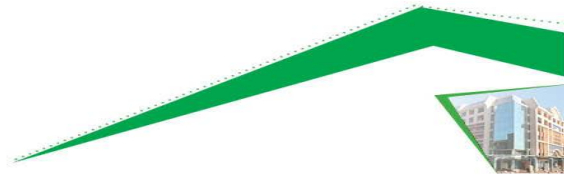
Position

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Enterprise name

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**J**

**RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS**

Bidders must submit a description of projects under construction/ on hold/ just handed over/ towards completion (if they exist). Attach an Appointment letter for each of the project provided. This is not an elimination factor, but important for the department to make a decision when doing risk assessment.

The description of each project must include the following information:

2. Essential introductory information:

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

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						
4						

***Attach a separate page to address this issue if there are more projects (the above table is just for reference purposes).***

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

Signed

Date

-----

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Name

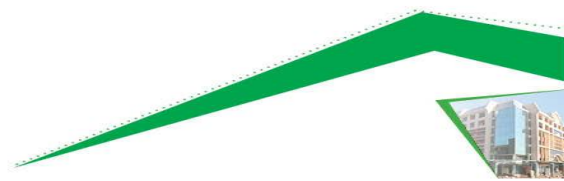
Position

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Enterprise name

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## K

### PLANT AND EQUIPMENT

The Bidder must provide full particulars of the following Assets: (Assets owned and to be hired - Indicate owned assets). Attach details of ownership of each of the plant & vehicle provided or hiring letter or provisional approval to hire. This is not an elimination factor, but important for the department to make a decision when doing risk assessment.

NO.	MACHINERY	PLANT	EQUIPMENT	VEHICLES
1				
2				
3				
4				

*Attach a separate page to address this issue if there is more equipment, plant or machinery (the above table is just for reference purposes).*

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

signed

Date

-----

-----

Name

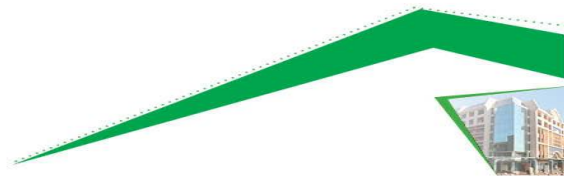
Position

-----

-----

Enterprise name

-----



## L

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

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

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE BIDDED IN Rands	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					
5					

**Attach a separate page to address this issue if there are more projects (the above table is just for reference purposes).**

Signed

Date

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Name

Position

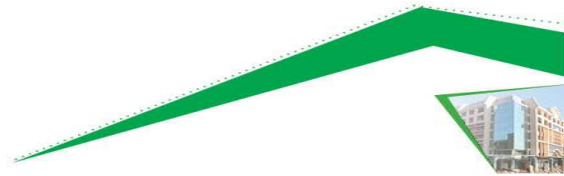
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*Enterprise name*

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## M

### SCHEDULE OF BIDDER'S LITIGATION HISTORY

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

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

**Attach a separate page to address this issue if there are more projects (the above table is just for reference purposes).**

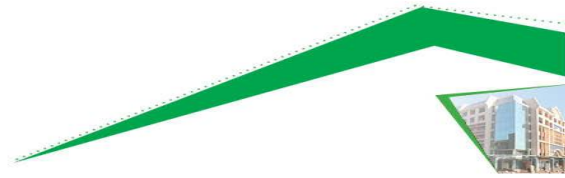
Signed

Date

Name

Position

*Bidder name*



N

### Evaluation Schedule 1 – Project Reference Forms - 1

<b>Project title:</b>	ONE YEAR TERM CONTRACT FOR ADHOC MECHANICAL INSTALLATION, REPAIRS AND SUPPLY OF MATERIAL TO FACILITIES USED BY THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN ELLIOTDALE WITHIN AMATHOLE REGION
<b>Project Number:</b>	AMR5-22/23-0011

**NOTE:** This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar complexity that was completed successfully by the bidder. This is important for the department in order to make a decision and will lead to elimination of bids.

I, \_\_\_\_\_ (name and surname) of  
\_\_\_\_\_ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by \_\_\_\_\_ (name of Bidder):

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

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

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

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

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

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

B. Would you consider / recommend this Bidder again:

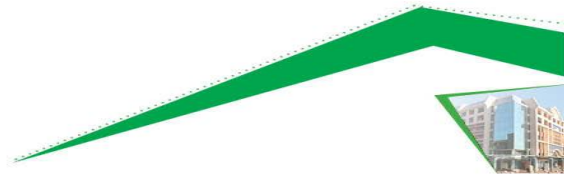
YES	NO

C. Any other comments:

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D. My contact details are:

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

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

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

\_\_\_\_\_

Signature of principal agent

COMPANY STAMP

**NOTE:**

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

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

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

\_\_\_\_\_  
Date



## Evaluation Schedule 2 – Project Reference Forms - 1

<b>Project title:</b>	ONE YEAR TERM CONTRACT FOR ADHOC MECHANICAL INSTALLATION, REPAIRS AND SUPPLY OF MATERIAL TO FACILITIES USED BY THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN ELLIOTDALE WITHIN AMATHOLE REGION
<b>Project Number:</b>	AMR5-22/23-0011

**NOTE:** This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar complexity that was completed successfully by the bidder. This is important for the department in order to make a decision and will lead to elimination of bids.

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

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

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

B. Would you consider / recommend this Bidder again:

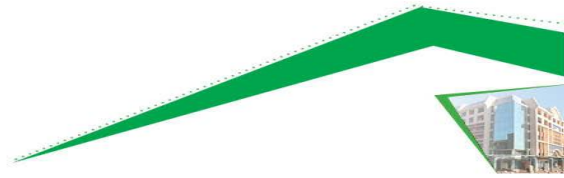
YES	NO

C. Any other comments:

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D. My contact details are:

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

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

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

\_\_\_\_\_  
Signature of principal agent

COMPANY STAMP

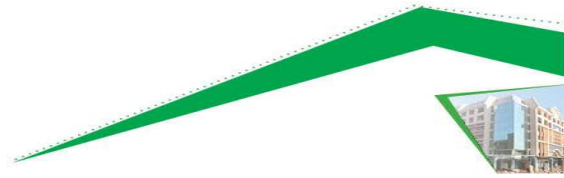
**NOTE:**

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

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

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

\_\_\_\_\_  
Date



### Evaluation Schedule 3 – Project Reference Forms - 1

<b>Project title:</b>	ONE YEAR TERM CONTRACT FOR ADHOC MECHANICAL INSTALLATION, REPAIRS AND SUPPLY OF MATERIAL TO FACILITIES USED BY THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN ELLIOTDALE WITHIN AMATHOLE REGION
<b>Project Number:</b>	AMR5-22/23-0011

**NOTE:** This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar complexity that was completed successfully by the bidder. This is important for the department in order to make a decision and will lead to elimination of bids.

I, \_\_\_\_\_ (name and surname) of  
\_\_\_\_\_ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by \_\_\_\_\_ (name of Bidder):

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

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

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

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

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

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

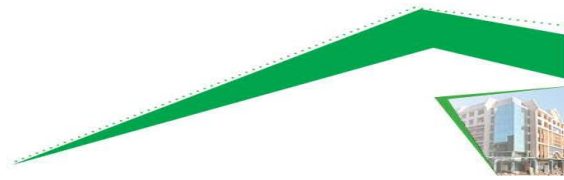
B. Would you consider / recommend this Bidder again:

YES	NO

C. Any other comments:

\_\_\_\_\_

\_\_\_\_\_



D. My contact details are:

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

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

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

\_\_\_\_\_  
Signature of principal agent

COMPANY STAMP

**NOTE:**

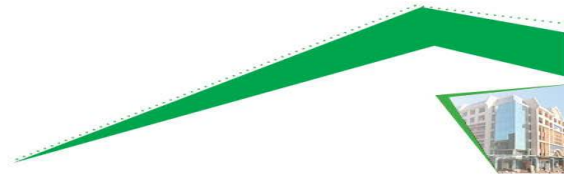
If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not be considered. It is the responsibility of the Bidder to put referees who are reachable.

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

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

\_\_\_\_\_  
Date





# O

## BASELINE RISK ASSESSMENT

<b>PROJECT TITLE</b>	ONE YEAR TERM CONTRACT FOR ADHOC MECHANICAL INSTALLATION, REPAIRS AND SUPPLY OF MATERIAL TO FACILITIES USED BY THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN ELLIOTDALE WITHIN AMATHOLE REGION
<b>SCMU NUMBER</b>	AMR5-22/23-0011
PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE	

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

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

Signed

Date

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Name

Position

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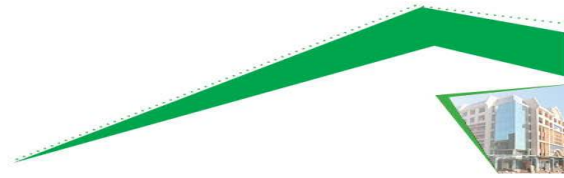
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Enterprise name

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## C1.3 GENERAL CONDITIONS OF CONTRACT



## SERVICE LEVEL AGREEMENT / CONTRACT AGREEMENT

Entered into between:

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE  
(Hereinafter called "the Employer", "Client" or "Purchaser" or client")

Duly represented by: \_\_\_\_\_

and

THE CONTRACTOR

\_\_\_\_\_  
(Hereinafter called "the Service Provider")

Duly represented by: \_\_\_\_\_  
WHEREAS:

a) The Client and the Service Provider have concluded an agreement

at \_\_\_\_\_ on \_\_\_\_\_  
Place Date

(Hereinafter called "the principal agreement" attached hereto);

Start date: \_\_\_\_\_ Anticipated end date: \_\_\_\_\_

Contract duration: \_\_\_\_\_

b) The principal agreement is more clearly described as:

i) Appointment of \_\_\_\_\_;  
(Name of Service Provider)

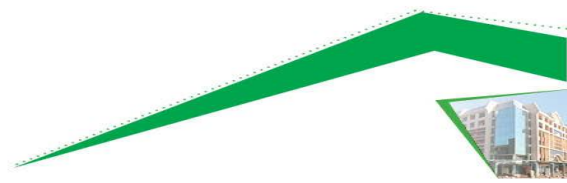
ii) Being in respect of \_\_\_\_\_  
(Project Description)

\_\_\_\_\_

i) Contract number \_\_\_\_\_:

ii) Works generally located in \_\_\_\_\_:  
(Region/ District/ Area)

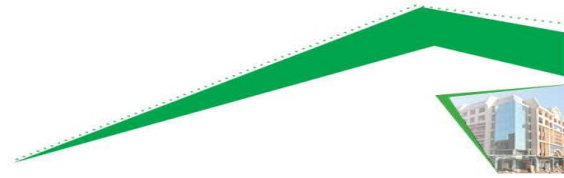
iii) Contract Amount (R/c): \_\_\_\_\_  
(Inclusive of Vat / Not Inclusive of Vat)



## **GENERAL CONDITIONS OF CONTRACT**

### **A. TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packaging
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Increase / decrease of quantities
19. Contract amendments
20. Assignment
21. Subcontracts
22. Delays in the provider's performance
23. Penalties
24. Termination for defaults
25. Dumping and countervailing duties
26. Force Majeure
27. Termination for insolvency
28. Settlement of disputes
29. Limitation of liability
30. Governing language
31. Applicable law
32. Notices
33. Taxes and duties
34. Transfer of Contracts
35. Amendment of Contracts

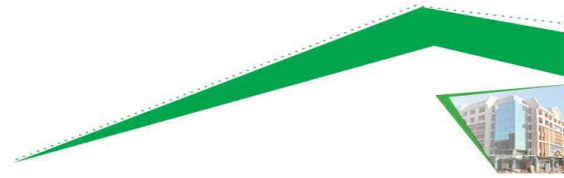


## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

The following terms shall be interpreted as indicated:

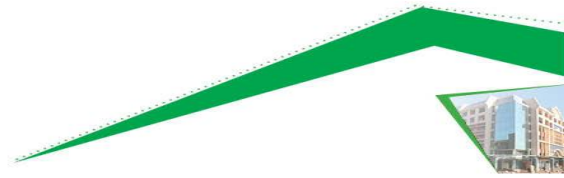
- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **"Contract price"** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **"Force majeure"** means an event beyond the control of the provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.



- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.16 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **"Project site,"** where applicable, means the place indicated in bidding documents.
- 1.21 **"Purchaser"** means the organization purchasing the goods.
- 1.22 **"Republic"** means the Republic of South Africa.
- 1.23 **"SCC"** means the Special Conditions of Contract.
- 1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **"Written" or "in writing"** means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.



### **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.

### **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

### **5. Use of contract documents and information; inspection**

- 5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

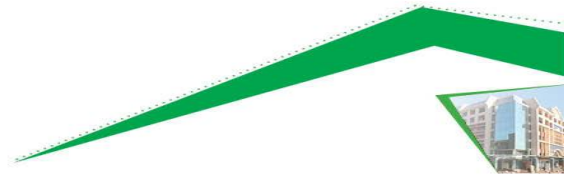
### **6. Patent rights**

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

### **7. Performance security**

- 7.1 Within seven (7) days of receipt of the notification of contract award, the success bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:





- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. Inspections, tests and analyses**

### **8.1 All pre-bidding testing will be for the account of the bidder.**

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.

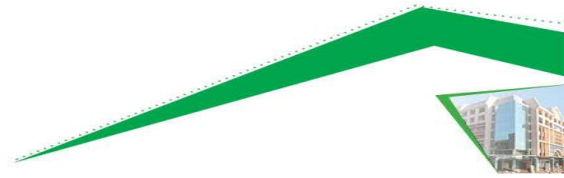
8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packaging**

9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall



be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

## **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

## **13. Incidental services**

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

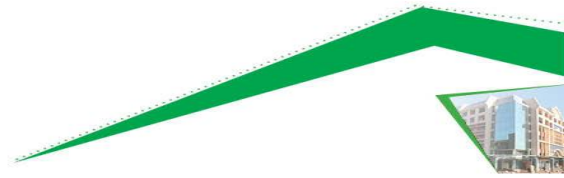
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

## **14. Spare parts**

- 14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

- 1) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
- 2) in the event of termination of production of the spare parts:
  - a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and



- b) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. **Warranty**

- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. **Payment**

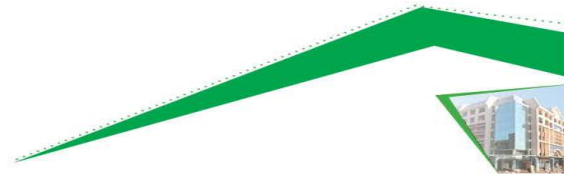
- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 payment will be made in Rand unless otherwise stipulated.

17. **Prices**

- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. **Increase/decrease of quantities**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.



**19. Contract amendments**

- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**20. Assignment**

- 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**21. Subcontracts**

- 21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.

**22. Delays in the provider's performance**

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.

- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the

delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

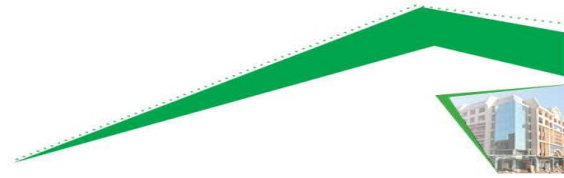
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.

- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

**23. Penalties**

- 23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed good or unperformed services using the current prime interest rate calculated for each day of



the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**24. Termination for Default**

24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:

- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

**25. Anti-Dumping And Counter-Vailing Duties And Rights**

25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized

import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

**26. Force Majeure**

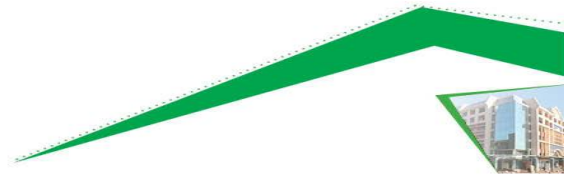
26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**27. Termination For Insolvency**

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser,





## **28. Settlement of Disputes**

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

## **29. Limitation Of Liability**

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
  - (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **30. Governing Language**

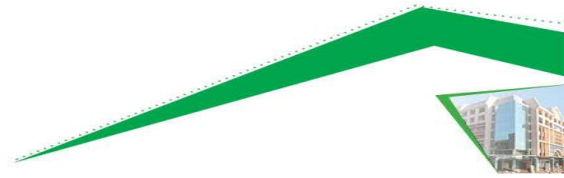
- 30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **31. Applicable Law**

- 31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

## **32. Notices**

- 32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.



### **33. Taxes and Duties**

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

### **34. Transfer Of Contracts**

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

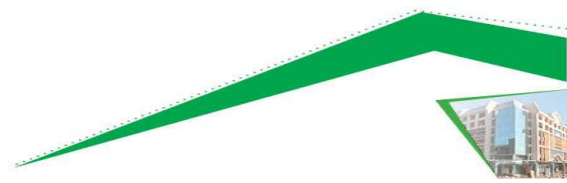
### **35. Amendment Of Contracts**

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

### **36. Duration**

The contract duration is **12 months**





**SIGNATURES.**

**DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20  
(Place) Day (Month)

**AS WITNESSES**

1 \_\_\_\_\_  
(Signature)

2 \_\_\_\_\_  
(Signature) Authorized signature on behalf of Employer

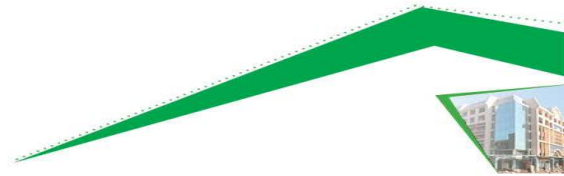
**SERVICE PROVIDER**

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20  
(Place) Day (Month)

**AS WITNESSES:**

1 \_\_\_\_\_  
(Signature)

2 \_\_\_\_\_  
(Signature) Authorized signature of the Service Provider



### C1.3 CIDB ADJUDICATOR'S AGREEMENT

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

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated ..... and known as. ....

and these disputes or differences shall be/have been\* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

\* Delete as necessary

**IT IS NOW AGREED** as follows:

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

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

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

SIGNED by: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 the Adjudicator in the presence of

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

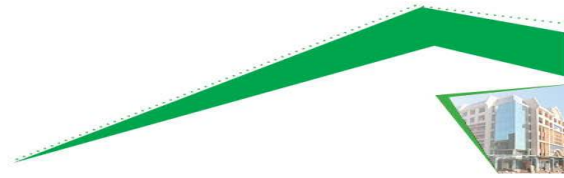
Witness: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address: \_\_\_\_\_

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

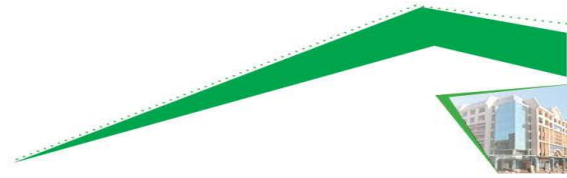


## Contract Data

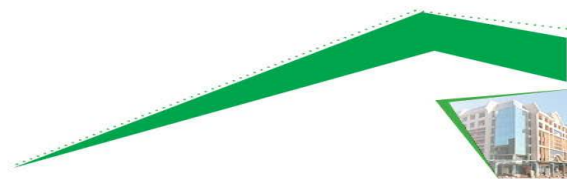
1	The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. . . . . This fee shall become payable in equal amounts by each Party within . . . . . days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

\*

Delete as necessary

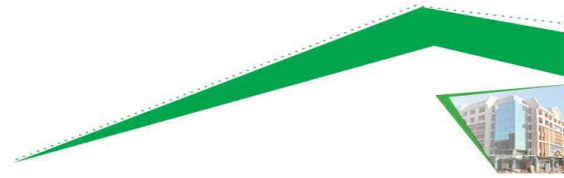


## ***SPECIFICATION AND SCOPE OF WORKS***



## TECHNICAL SPECIFICATON

1. STANDARD CONDITIONS OF CONTRACT
2. KNOWLEDGE
3. BID DOCUMENT
4. LEGAL REQUIREMENTS
5. WARRANTY
6. SITE
7. CONTRACT PERIOD
8. MAKING GOOD TO TRADES
9. PENALTY FOR DELAY
10. SUMMARY OF SCOPE OF WORK
11. SUPERVISION
12. SAMPLES AND AND ALTERNATIVES
13. SERVICE PERSONNEL AND PREMISES
14. NOTIFICATION TO MOVE ON SITE
15. INSPECTION AND REPORTS
16. TRAVELLING
17. HEALTH AND SAFETY
18. SERVICING PROCEDURES



## DETAILED TECHNICAL SPECIFICATION

### MECHANICAL INSTALLATION REPAIRS

#### 1. STANDARD CONDITIONS OF CONTRACT

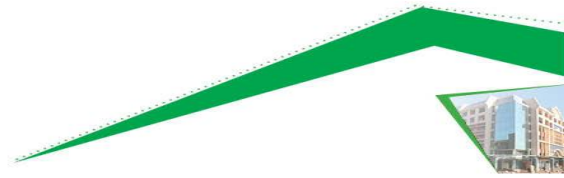
1.1 The Supply Chain Management Policy of the Department, shall apply to this contract.

**Note: The contract sum does not constitute a single project. Rather it would be made up of individual ADHOC incidents. Expenditure of the full contract sum is not guaranteed.**

1.2 Tenders are invited for the rendering of Mechanical repairs in the Elliotdale for 12 months' period commencing from the date of letter of award, or the signing of contract until work to the amount of the contract sum is completed or the expiry of the contract term whichever event occurs

#### 2. KNOWLEDGE

- 2.1. This specification is for servicing, maintenance, repair and replacement of mechanical equipment to facilities used by the Department of Public Works and Infrastructure in Elliotdale.
- 2.2 It is important to note that this is a term tender and no items, quantities or materials are specified. Once a contractor is appointed thorough inspection can be done to determine repair/maintenance work to be done. Work instructions will be issued by the Department of Public Works and Infrastructure official managing the contract and the relevant department will issue a works order prior to commencement of work.
- 2.3 All the work to be carried out by contractor in line with manufacturer's recommendation.
- 2.4 The mechanical equipment repaired, maintained, serviced, supplied and installed shall be complete and functional and shall be as a minimum according to the specification, the latest revisions of the following standards and specifications as well as the standards and specifications referenced in the documents listed below:
  - i) Department of Public Works and Infrastructure standard specification for mechanical installation is available from National Public Works website.
  - ii) SANS 10400: The Application of the National Building Regulations.
  - iii) Occupational Health and Safety Act and Regulations



- iv) Department of Public Works and Infrastructure specification PW371: Specification of Materials and Methods to be used and is available from National Public Works website.
- v) SANS 10142: The Wiring of Premises Part 1: Low Voltage Installations
- vi) SANS 153: Cooking appliance, Cookers
- vii) SANS 154: Cooking appliances, hobs, hotplates (cookers)
- viii) SANS 157: Cooking appliances, toasters, performance
- ix) SANS 158: Cooking appliances, food warmers, liquids
- x) SANS 447: Cooking appliances, gas
- xii) SANS: Pressure regulators, liquefied petroleum gas (LPG)

All other relevant specifications, standards and documents whether referenced in the above documents or not.

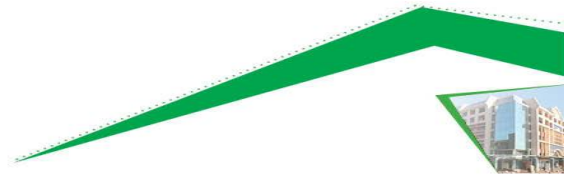
Any conflicting information must be referred to the mechanical inspector/ technician for clarification.

- 2.5 The equipment to be serviced, maintained, repaired, supplied and installed is intended for use on a daily basis.
- 2.6 The appointed contractor to service, repair, maintain, supply and install shall be responsible for the proper and safe functioning of the installations and any claim on the grounds of want of knowledge will not be entertained.
- 2.7 It is compulsory that bidders acquaint themselves with the content of all the above and indirectly referenced Standards and specifications. No additional costs shall be entertained as a result of bidders not taking note of the above referenced documents.

### **3. BID DOCUMENT**

- 3.1 All documents submitted must be clearly marked, without alterations and no pages may be removed.
- 3.2 The successful tenderer shall be bound by his scheduled rates for a period of twelve (12) months from the commencement date of the contract. No further adjustment will be entertained.

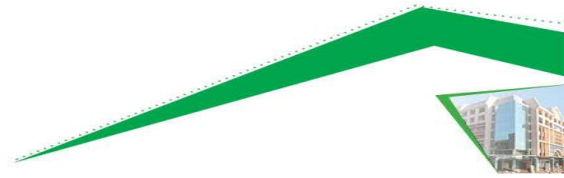




- 3.3 All items in the attached Schedule of Rates must be priced. Where an unpriced item has been allowed to stand, the bid will be regarded as invalid.
- 3.4 The Department retains the right to have work executed for which no schedule rates exist: rates for such work shall be calculated on the cost of materials used (invoice to be supplied) plus the contractor's percentage mark-up as indicated in the schedule of rates. The labour cost shall be as indicated in the schedule of rates, transport costs as per the schedule of rates, and to the total 15% VAT shall be added. The above shall include supervision, administration and all other overhead costs and profit. The total thus arrived at shall be the total amount recoverable by the contractor for performing such work. Supporting vouchers showing the time spent and materials used and distance travelled in respect of completed work must be submitted to this office within 30 days from the date of completion of the service.
- 3.5 Provisional quantities are placed against each item in the attached schedule of rates to enable the representative to evaluate these tenders. Tenderers' attention is drawn to the fact that the totals arrived at on the summary page is in no way indicative of the amount of work to be performed over the one-year term of this contract.
- 3.6 All items in the schedule of rates to be priced extended and totalled in black ink.
- 3.7 The tenderer hereby offers to provide all the labour, workmanship, transport and equipment and to do everything necessary in and for the entire completion of the work and service during the one-year term and in the area stated for the sum tendered against the relative items in the attached priced schedule of rates to the entire satisfaction of the Department of Public Works and Infrastructure and according to the attached standards.

#### **4. LEGAL REQUIREMENTS**

- 4.1 During the supply, installation and commissioning all work shall be carried out according to the requirements of the Occupational Health and Safety Act and regulations and the health and safety plan. After completion each site/building/ shall comply to all the fire safety requirements as specified in the Occupational Health and Safety Act and regulations as well as the national building regulations as per SANS 10400 and with professional conduct and industry norms.



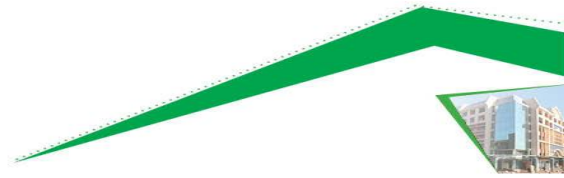
- 4.2 All registration certificates, written local authority approvals, test certificates and certificate of compliance shall be submitted to the Department of Public Works and Infrastructure before the installation will be accepted for first delivery.

## 5. WARRANTY

- 5.1 The contractor is to guarantee any item, plant, equipment and accessories repaired, serviced, maintained or supplied and installed for a period of (twelve months for new installations and reasonable period for other repairs) against any latent or obvious defects and non-conformance from date of completion and certification of the annual service and/or installation. Any such defects and/or failure that may occur or become evident during the twelve month guarantee period shall be rectified within twenty four (24) hours after being notified of the occurrence of the defect. If the nature of the defect is such that it cannot be rectified within 24 hours, the repair time shall be mutually agreed between DPWII and the appointed contractor. In the event that such failure and/or defect constitute a threat to the health and safety of the user and/or occupants, the contractor shall take **immediate** steps to rectify the fault. The contractor shall also submit to the Department of Public Works and Infrastructure a full report describing the nature of failure, cause of failure and possible methods to prevent failure in the future.
- 5.2 In the event that the contractor does not attend to such defects after being notified, the Department and/or user reserve the right to effect the rectification of the defect and recover the costs thus incurred from the contractor.

## 6. SITE

- 6.1 The facilities is listed in Annexure "A" of the Schedule.
- 6.2 The buildings, sites and facilities are in use on a daily basis, safety precautions shall be taken to prevent injury or death and the possibility of damaging any nearby buildings and/or vehicles. Any disruptions and/or disturbances at the various facilities shall be kept to a minimum.
- 6.3 Buildings are not occupied continuously. Work must therefore be coordinated to ensure user attendance during executing the work.
- 6.4 Access to buildings shall only be by appointment and under supervision of the relevant DPWII official responsible for managing this contract. Ad-hoc access and general loitering by contractor's staff will not be tolerated.
- 6.5 All contractor employees must wear identification tags and be properly dressed with PPE.



## **7. CONTRACT PERIOD**

- 7.1 The repair, maintenance, servicing, supply and installation of all mechanical equipment shall be done over a period of **12 months**, excluding the guarantee period, commencing from the date of award or the signing of contract to the expiry of the term or until the value budgeted for the works has been depleted – whichever event occurs first.
- 7.2 The work shall be dedicated to the annual servicing, ad-hoc repairs, general repairs, maintenance and maintaining compliance of fire safety equipment and associated services.
- 7.3 Work instructions shall be issued to the contractor listing the buildings and work to be performed.

## **8. MAKING GOOD TO TRADES AND CLEARING SITE**

- 8.1 After completion of any work all trades shall be made good and left in a clean and neat condition. All painting and making good processes shall be done according to the relevant SANS document as well as the list of standards mentioned in this document. Re-painting of building walls etc. shall be included and any new color must match the existing color of the surface to be repaired. Any preparation work shall be inspected and approved by DPWII before commencement of the final making good action. Painting in patches will not be accepted. Any paint repairs must be done to a complete panel and not only a small patch that was damaged. All packaging material, rubble, blasting material, crates and items used for commissioning shall be removed from the site and disposed of in a correct and legal manner.

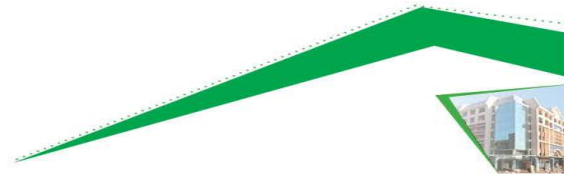
## **9. PENALTY FOR DELAY**

For the works as a whole:

The date for practical completion shall be one (1) year from the commencement date.

Due to the nature of this contract, it will be difficult to impose penalties for non-compliance; under – compliance or poor performance by the awarded contractor and therefore should any of the above occur, it shall be regarded as a breach of contract and the Department shall be entitled to terminate this Agreement after it had notified the contractor about the breach contract in writing

Should the contractor breach any provision of the Contract Agreement and fail to remedy such breach within seven (07) days of receipt of written notice from the Department, the Department shall be entitled to cancel the contract agreement by giving written notice to that



effect to the contractor. Such cancellation shall be without prejudice to any other remedies the Department may have in terms of common law pursuant to such breach and termination.

The Department shall not be precluded from claiming damages from the contractor, should damages be suffered by the Department or any third party as a result of any conduct on the part of the contractor

## **10. SUMMARY OF SCOPE OF WORK**

10.1 This specification is for the systematic annual servicing, maintenance, general and ADHOC repair and replacement of mechanical installation of various facilities for the Public Works and Infrastructure: Elliotdale.

10.2 The kitchen equipment may consist of the following:

- Cooking pots
- Stoves
- Pressure cookers
- Kitchen worktops, shelving and trolleys
- Deep fryers
- Convection ovens
- Tilting Pans
- Potato Peelers
- Vegetable shredders
- Dishwashers
- Extraction canopies
- Gas installation

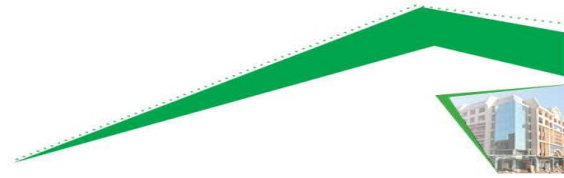
10.3 The HVAC equipment may consist of the following:

- Split units
- Console units
- Extraction fans
- Ventilation fans

The following main actions and requirements are included in the scope of work:

10.4 Ensure all facilities and buildings comply with all the health and safety requirements as per SANS 10142.

10.5 Report any additional repairs and shortcomings to kitchen/HVAC equipment not previously listed but required to ensure compliance.



- 10.6 Repair kitchen/HVAC equipment on an ad-hoc basis as and when instructed by the designated representative from DPWI
- 10.7 Provide a health and safety plan for approval complete with all the requirements of the OHS Act and this specification.
- 10.10 Provide all safety notices, health and safety plan and safety equipment.
- 10.11 Prepare a kitchen/HVAC equipment asset register with serial numbers, sizes, service and test dates for inclusion in a database for use as an asset register.
- 10.12 Repair or replace all damaged appliances in accordance with the agreed schedule.
- 10.13 Allow for the use of specialist contractors to repair, service and/or replace gas installation.

***Bidders take cognizance and make allowance for the fact that continuity and sequence of work is likely to occur but cannot be guaranteed. Claims arising from such instances will not be entertained.***

## **11. SUPERVISION**

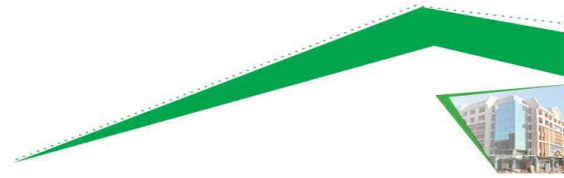
- 11.1 The work shall at all time, for the duration of the contract be carried out under the supervision of a competent representative of the contractor.

All mechanical and gas installation work shall be performed by registered or licensed staff of the Contractor, as required by legal statute. Copies of registration or license documents must be attached. Registered mechanical technicians and suitably skilled personnel shall be available to carry out any emergency repair work on a 24-hour basis including weekends and public holidays.

Any repair/maintenance and servicing done by a non-registered person shall be regarded as incomplete and therefore not paid for.

## **12. SAMPLES AND ALTERNATIVES**

- 12.1 All material used shall comply with the relevant SANS documents. DPWI reserves the right to specify the equipment and or materials utilised in the works. No alternatives to equipment and or materials are to be used unless written approval is obtained from the designated DPWI official.



12.2 All materials used and installed to be SABS approved and clearly marked as such.

### **13. SERVICE PERSONNEL AND REGISTERED PREMISES**

13.1 Servicemen has to have acceptable qualifications and experience to carry out the servicing and repairs to the kitchen/HVAC equipment. Any repair/maintenance and servicing done by a non-registered person shall be regarded as incomplete and therefore not paid for.

Service assistants who are employed shall be familiar with the servicing and repair procedures of kitchen/HVAC equipment but shall be under the direct supervision of a competent person. Assistants shall not be allowed to do the actual servicing.

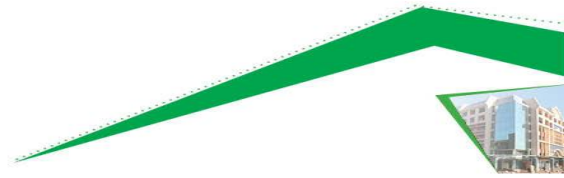
13.2 Scheduled servicing and repair personnel and vehicles shall be made available according to requirements of the servicing schedules and repair orders to be issued by DPWI as well as for the travelling time requirements that: -

No scheduled service shall be carried out later than 14 days after the due date indicated on the service schedule.

All repairs which are not classified as emergency repairs shall be carried out within 72 hours after being instructed by DPWI.

### **14 NOTIFICATION TO MOVE ON SITE**

14.1 The contractor shall notify the relevant Department timeously when equipment is scheduled to be serviced, repaired or maintained, giving the approximate date and time when the service, repair or maintenance due and the anticipated duration of the service or repair to be carried out. Furthermore, the contractor shall notify the DPWI representative by e-mail and telephone should they not be able to comply with the repair period specified in the schedules, the reason for the delay and the anticipated date of completion. Should the contractor fail to comply with this stipulation, DPWI representative shall be entitled to engage the service of an alternative contractor, and the entire cost of the repair carried out by the alternative contractor under such circumstances, excluding parts.



## 15 INSPECTIONS AND REPORTS

### 15.1 SERVICE/REPAIR REPORTS

- i) The service/repair report shall be submitted after each service/repair for all buildings or facilities and shall include the following:
  - Condition of equipment
  - Allocate a number which will include the department, location and appliance identification.
  - Dates of servicing/repair, next service and testing where required.
  - Defective or missing items
- ii) The format of the report is left to the contractor's discretion but is subject to the approval of the employer's representative.
- iii) **No payment will be processed unless the service report is submitted.**

### 15.2 FINAL EQUIPMENT INSPECTION, STATUS AND CONDITION REPORT

On the completion of the servicing and maintenance of a facility a report shall be submitted together with the job card on every item of equipment being repaired and maintained under the contract at that time as well as a full completion report giving the condition of equipment and quantity. The format of the report is left to the contractor's discretion but is subject to prior approval by DPWI.

Should an inspection visit reveal any fault, neglect or shortcomings, these shall immediately be remedied by the contractor at his own expense and to the satisfaction of the inspector.

### 15.3 ADMINISTRATION, RECORD KEEPING AND REPORTING

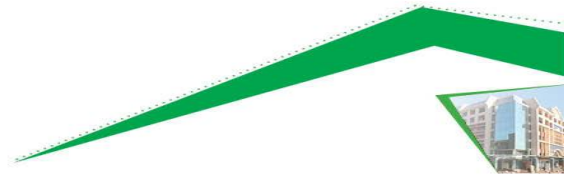
- i) Administration

The contractor shall be responsible for the completion and submission to the employer's representative of all service records, test certificates, service schedules, completion certificates, payment claims, forms and any other documents required by the relevant SANS and DPWI.

- ii) Work Instructions

The Departmental representative will issue work instructions for the contractor to





proceed with the servicing. This work instruction together with the job card and equipment register will be signed off on completion of each building or facility.

iii) Record Keeping

The contractor shall be responsible for maintaining detailed records of all work carried out in terms of this contract and in particular shall be responsible for the completion of forms as specified above.

## **16 TRAVELLING**

16.1 Travelling cost shall be included in the pricing schedule

## **17. HEALTH AND SAFETY**

- 17.1 The contractor is to comply with the Health and Safety Act and Regulations. Employees are to be supplied with Personal Protective Equipment (PPE) as required.
- 17.2 A Health and safety plan shall be submitted for approval by DPWI prior to commencement on work on site.

## **18. SERVICING PROCEDURES**

- 18.1 Any faulty equipment that must be condemned must be removed from site, made safe and disposed of in a manner that cannot cause any injury or death or any harm to the environment. Such removal and disposal shall be clearly documented and recorded.

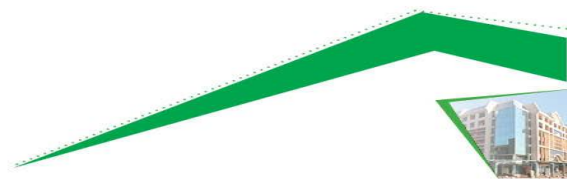
The works to be carried out at the maintenance service visit shall include the following:

### **COOKING POTS**

#### Scope

The general checklist includes the following:

- Repair lid handles, hinges and catches.
- Repair leaking valves (Steam, water, drain).
- Repair side panels.
- Repair leaking pots.
- Replace oil (oil jacket pots).



## **STOVES**

### Scope

- Repair plate temperature controllers (electric and gas stoves).
- Repair oven doors.
- Repair Sprague tubing (electric stoves).
- Replace circuit breakers (electric stoves).
- Replace regulator (gas stoves).

## **PRESSURE COOKERS**

### Scope

- Repair leaking seals on lids.
- Replace pressure gauges.
- Replace thermometers.
- Repair discharge flute seal.
- Reset/repair steam pressure-reducing valve to 290 kPa.
- Replace mountings and anti-vibration pads.

## **KITCHEN WORKTOPS, SHELVING AND TROLLEYS**

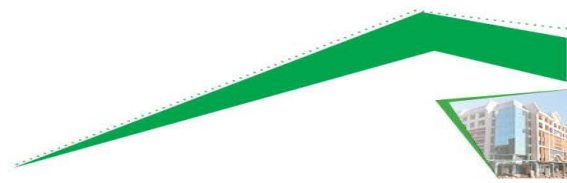
### Scope

- Repair casters on trolleys.
- Repair shelves (flatten) and stands.
- Repair work tops (flatten) and stands Repair work tops (flatten) and stands.

## **DEEP FRYERS**

### Scope

- Repair temperature controllers Repair temperature controllers.
- Repair frying baskets.
- Repair Sprague tubing.
- Replace circuit breakers.



## **CONVECTION OVENS**

### Scope

- Replace blown elements.
- Repair door hinges and handles.
- Repair shelf stays.
- Replace blown indicator bulbs.

## **TILTING PANS**

### Scope

- Repair tilting handle.
- Repair lid hinges.
- Repair temperature controllers.
- Repair electrical connections.

## **POTATO PEELERS**

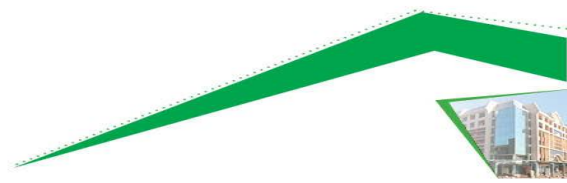
### Scope

- Repair water and drain connections.
- Repair mounting stand.
- Repair hatches.
- Repair peeling disk.
- Repair electrical connections.

## **VEGETABLE SHREDDERS**

### Scope

- Repair water and drain connections.
- Repair mounting stand.
- Repair hatches.
- Repair shredding cutters.
- Repair electrical connections.



## **DISHWASHERS**

### Scope

- Repair water supply and drainage connections.
- Repair dish baskets.
- Repair cutlery baskets.
- Repair door mechanisms.
- Repair electrical connections.
- Repair control panel.
- Repair washing system.

## **EXTRACTION CANOPIES**

### Scope

- Check and reset fire dampers.
- Clean filters/replace damaged filters.

## **GAS INSTALLATION**

### Scope

- Regulator services and repairs.
- Inspect and test whole system for gas leaks.
- Check for pipe corrosion.
- Replace pressure relieve valve.
- Perform prescribed annual inspection.

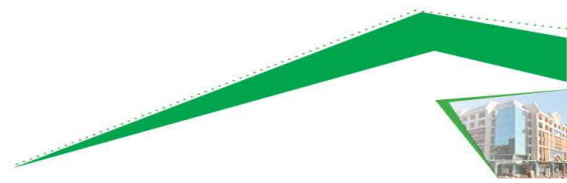
## **HVAC**

### Scope

- Inspect all electrical controls, wiring and connections.
- Lubricate all moving parts.
- Clean condenser coils and evaporator units.
- Check and clean drain pans and condensate drains. Treat them with anti-algae.
- Check outdoor fan motor and blades and indoor blower assembly.
- Check refrigerant levels.



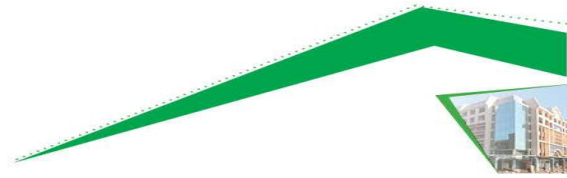
- Check compressor and refrigerant tubing for corrosion.
- Test thermostat
- Inspect, clean or change air filters
- Replace air-conditioning units if necessary
- Inspect service valves for proper operation.
- Inspect / test capacitor



**Annexure A**

**LIST OF FACILITIES IN THE ELLIOTDALE: AMATHOLE REGION**

Department of Public Works and Infrastructure - Amathole Region		
Name of Office	Area	Physical Address
Elliotdale Depot	Elliotdale	



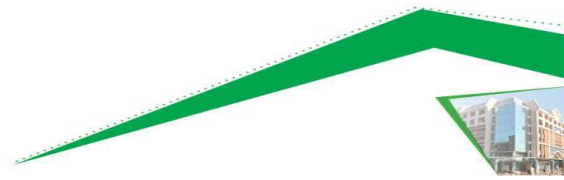
## BILL OF QUANTITIES



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**Carried forward**

			QTY	RATE	AMOUNT
	<b>Brought forward</b>				R
	<u>TRANSPORT COST</u>				
	<b>Note:</b>				
	The contractor will only be reimbursed for a maximum of two trips per incident.				
	The Department will only compensate for km claimed within the boundaries of Amathole District in the Eastern Cape Province				
				Rate per km	
8	Transport and travelling costs.	km	4000	R	R
	<u>Note to contractors:</u>				
	• The Department will only compensate for km claimed within the boundaries of Elliotdale in the Eastern Cape Province.				
	• All distance in kilometers will be measured from the contractor's workshop situated at ..... ..... (fill in address) to the site in question.				
	• The rates applied for travelling costs will be based on the latest publication of the DPWI Rates for Reimbursable Expenses. The Department will compensate for travel by vehicles with engine capacity of up to 2,5L.				
	<b>SUB-TOTAL: ITEMS 1-8</b>				R
	BUDGETARY ALLOWANCE FOR CONTINGENCIES (Twenty Thousand Rand)				R 20 000,00
	<b>SUB-TOTAL:</b>				R
	ADD: 15% VALUE ADDED TAX				R
	<b>TOTAL CARRIED TO FORM OF OFFER</b>				R



#### C4 .1 SITE INFORMATION

<b>Project title:</b>	ONE YEAR TERM CONTRACT FOR ADHOC MECHANICAL INSTALLATION, REPAIRS AND SUPPLY OF MATERIAL TO FACILITIES USED BY THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN ELLIOTDALE WITHIN AMATHOLE REGION
<b>Project Number:</b>	<b>AMR5-22/23-0011</b>

#### GENERAL

#### LIST OF FACILITIES IN THE AMATHOLE REGION

Department of Public Works and Infrastructure - Amathole Region		
Name of Office	Area	Physical Address
Elliotdale Depot	Elliotdale	

Buildings currently occupied.

Geotechnical Investigation Report (if applicable)? N/A