

QUOTATION

MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM DISTRICT, DPWI OFFICES FOR A PERIOD OF 12 MONTHS

AMR5-25/26-0015

NAME OF COMPANY:

CSD Nr:

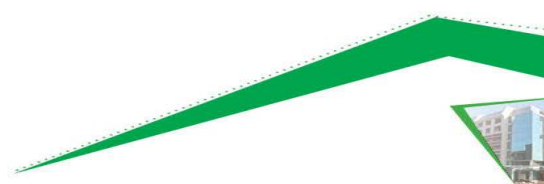
CRS Nr (CIDB):

CLOSING DATE: 05 SEPTEMBER 2025

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 **2ME OR HIGHER** in the following Class of works (**ME**) to tender for a **“MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM DISTRICT, DPWI OFFICES FOR A PERIOD OF 12 MONTHS”**.

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

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

Bid documents are downloadable free of charge from Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) . Bid documents will be available on 14 **August 2025**.

The closing time for receipt of tenders by the ECDPWI is **11:00 am on 05 September 2025** where tenders will be opened in public. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Bids must be submitted in sealed envelopes clearly marked **“AMR5-25/26-0015: MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM DISTRICT, DPWI OFFICES FOR A PERIOD OF 12 MONTHS”** and must be deposited in the tender box: located at **Block B Building – Reception Area, Department of Public Works & Infrastructure, Corner of Scholl and Amalinda Main Road, East London**.

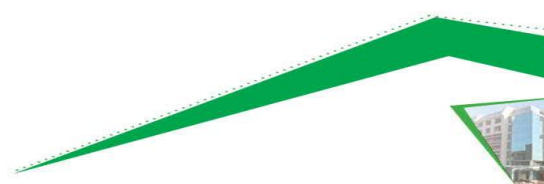
Queries relating to the issue of these documents may be addressed in writing to:
Nokuthula.Hlonitshwayo@ecdpw.gov.za

Technical enquiries: may be addressed in writing to Mr. Tembinkosi Bityo email:
Tembinkosi.Bityo@ecdpw.gov.za

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 tender 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.



A. BID EVALUATION:

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

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

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

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

Maximum points on price	-	80 points
Specific goals	-	20 points
Maximum points	-	100 points

B. BID SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data.

SBD4 must be duly completed and signed. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1.

The Department of Public Works and Infrastructure SCM policy applies.

Tender validity period is **90 days**.

C. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked **“AMR5-25/26-0015 MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM DISTRICT, DPWI OFFICES FOR A PERIOD OF 12 MONTHS”**

Bids must be deposited in the tender box situated at Block B Building – Reception Area, Department of Public Works & Infrastructure, Corner of Scholl and Amalinda Main Road, East London.

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

- **SCM RELATED ENQUIRIES**

Ms N. Hlonitshwayo

Tel No: **043 711 5733**

Email Address: nokuthula.hlonitshwayo@ecdpw.gov.za

- **TECHNICAL ENQUIRIES**

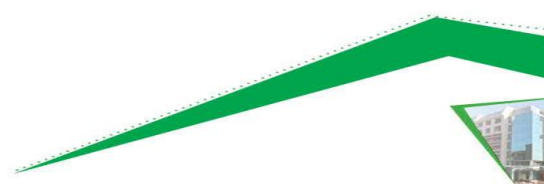
Mr. Tembinkosi Bityo

Tel No.: **082 828 1942**

Email Address: tembinkosi.bityo@ecdpw.gov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: **0800 701 701**

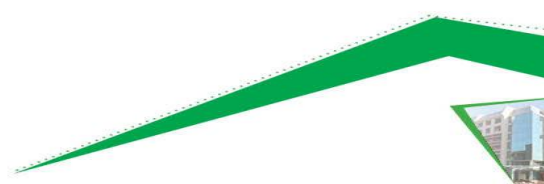


T1.2 Bid Data

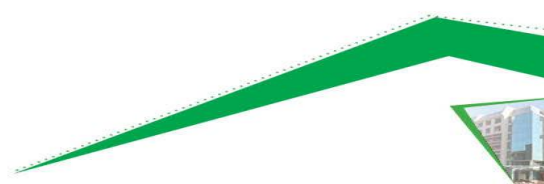
The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency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

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

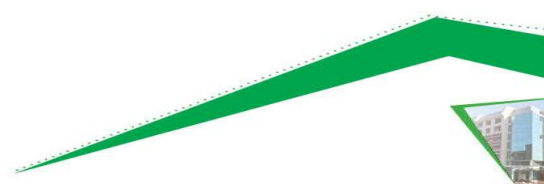
Clause number	Bid Data
3.1	The Employer is the Eastern Cape Department of Public Works & Infrastructure. The policies of the employer will apply.
3.2	<p>The Bid documents issued by the Employer comprise the following documents:</p> <p>THE BID</p> <p>Part T1: Bidding procedures</p> <p>T1.1 - Bid notice and invitation to Bid</p> <p>T1.2 - Bid data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Dispute Resolution Mechanism</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing assumptions</p> <p>C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</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: Tembinkosi Bityo</p> <p>Eastern Cape Department of Public Works & Infrastructure</p> <p>Corner of Scholl and Amalinda Main Road,</p> <p>Amalinda</p> <p>East London</p> <p>Tel: 082 828 1942</p>



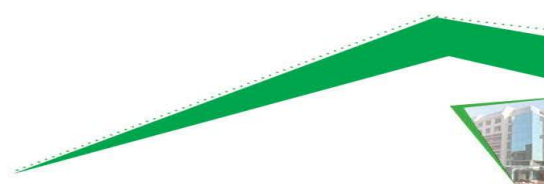
	E-mail: tembinkosi.bityo@ecdpw.gov.za
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two (2) stage procurement procedure shall be applied.
4	Bid's obligations
4.1	Only those Bidders who satisfy the following eligibility criteria 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"> a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Bided, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade 2ME OR HIGHER class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation CIDB Grade in terms of a) above and who satisfy the following criteria: N/A <ul style="list-style-type: none"> 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 2) Whom the employer agrees that they will provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract. <p>Joint ventures are eligible to submit Bids provided that:</p> <ul style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the CIDB Grade ME class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum Bided for a CIDB Grade 2ME OR HIGHER class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations.
4.2	<p>The employer will compensate the Bid as follows as per the conditions of the Form of Contract signed or signed contract.</p> <p>The employer <u>will not</u> 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>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the Bid. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a Bid offer in response to the invitation.</p>
4.5	<p>Obtain, as necessary for submitting a Bid offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the Bid documents by reference.</p>
4.6	<p>Acknowledge receipt of addenda to the Bid documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the Bid data, in order to take the addenda into account.</p>
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Bid Notice and Invitation to Bid.</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>Bid documents will not be made available at the clarification meeting</p>
4.8	<p>Seek clarification</p> <p><i>Request clarification of the Bid documents, if necessary, by notifying the employer at least 5 (Five) working days before the closing time stated in the Bid data. N/a</i></p>
4.9	<p>Bidders are required to state the rates and currencies in Rands.</p> <p>Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful Bidder, that are applicable 14 days before the closing time stated in the Bid data (if applicable). Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment.</p> <p>State the rates and prices in monetary value of the contract unless otherwise instructed in the Bid data.</p>
4.10	<p>Do not make any alterations or additions to the Bid documents, except to comply with instructions issued by the employer or to correct errors made by the Bidder and ensure that all signatories to the Bid offer initial all such alterations.</p> <p>Do not make erasures using masking fluid.</p>
4.11	<p>Main Bid offers are not required to be submitted together with alternative Bids.</p>
4.12	<p>No alternative Bid offers will be considered</p>
4.13.1	<p>Parts of each Bid offer communicated on paper shall be submitted as an original.</p> <p>Submit</p> <p>a) The parts of the Bid offer communicated on paper as an original plus the number of copies stated in the Bid data, with a translation of any documentation in a language other than the language of communication established in 3.4, and</p>



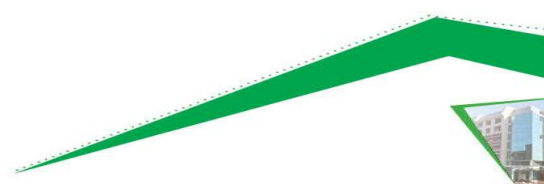
	b) The parts communicated electronically by the employer of its agents on paper format with the Bid.
4.13.2	Sign the original and all copies of the Bid offer where required in terms of the Bid data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the Bid offer. NOTE The employer holds all authorized signatories liable on behalf of the Bidder.
4.13.3	A Bid security in the amount of N/A is required and shall remain valid for a period not exceeding N/A days after the closing date for Bid offers. 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. 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.
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.
4.13.6	The "ORIGINAL" and "COPY" are to be submitted as separate packages.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted. The Bidder accepts that the employer does not assume any responsibility for the misplacement or premature opening of the Bid offer if the outer package is not sealed and marked as stated.
4.14	The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid. Ensure that the employer receives the Bid offer at the address specified in the Bid data not later than the closing time stated in the Bid data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the Bid data for any reason, the requirements of the standard conditions of Bid in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The Bid offer validity period is 90 days .



	Hold the Bid offer(s) valid for acceptance by the employer at any time during the validity period stated in the Bid data after the closing time stated in the Bid data. If requested by the employer, consider extending the validity period stated in the Bid data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the Bid security, if any, to cover any agreed extension requested by the employer.
4.15.2	<p>Placing of contractors under restrictions / withdrawal of Bids</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 CIDB 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: N/A
4.17.1	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/retention.
4.17.2	<p>The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.</p> <p>The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.</p>
5	Employer's undertakings
5.1	<p>The Employer's Agent will respond to requests for clarification received up to Five (5) 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 Five (5) working days before Bid closing time. N/a



5.3	Bids will be opened immediately after the closing time for Bids at 11:00am .												
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 offers, 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 offer 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>Arithmetical errors, omission and discrepancies</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. The Department will make use of CIDB practice notes when evaluating bids with Arithmetical Errors.</p>												
5.7.1	<p>The financial offer will be reduced to a comparative basis using the Bid Assessment Schedule.</p> <p>Table F.1: Formulae for calculating the value of A</p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P_m / P$</td></tr></table> <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.</p>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a										
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$										
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$										
5.7.2	The procedure for the evaluation of responsive Bids is Method 1: Price only.												
5.7.3	The procedure for the evaluation of responsive bids is Method 2: Price and Preference . In the case of price and preference:												



Stage 1: Administrative requirements and Mandatory requirements

Stage 2: Price and preference (80/20 system)

PHASE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES

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

1. Bid document must be submitted in original document completed with black ink and original signatures (This Document must be submitted in its original format)
2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. Bidder must be registered with CIDB grade 2ME OR HIGHER class of works as per the bid notice and requirements. And the status on CIDB must be active during evaluation stage. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).
4. Bidders must be a legal entity or partnership or joint venture or consortia.
5. Form of offer and Acceptance (fully completed and signed)
6. SBD 4 Bidders Disclosure must be duly completed and signed. 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 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.
7. Compulsory Enterprise Questionnaire (Completed and signed). In the event of a consortia/joint ventures, each party must sign their own separate form.
8. In the event of a consortia/joint ventures, a signed agreement by all parties must submitted with the bid.
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.
10. If a bidder is a Vat vendor/ registered, the bidder is required to explicitly state the VAT amount. Vat Vendors must include VAT at 15% in their bid offer(s).
11. Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV.
12. Resolution to Sign (if applicable)
13. Declaration of Employees of the State or other State Institutions.
14. If the Bid Sum (amount in words) as per the Form of Offer differs from the Bill of Quantities (BOQ), it will automatically invalidate the offer submitted.
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

16. Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, contact person, contact details, company stamp of the client). This is important for the Department to make a decision and will lead to elimination of bids. Refer to *Annexure L*, *Annexure M* and *Annexure N*.
17. The abovementioned reference must be issued 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.
18. Bidders must also attach completion certificates as required on *Annexure I* in order to compliment the experience mentioned on paragraph 17 above.
19. Bidder must attach certified copy of a valid recognised qualification in refrigeration and Air-conditioning system, ID copy and Cv of a technician who is going to carry out the work.
20. The Department reserve the right to verify the abovementioned certificate.

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

21. Compulsory Declaration (Completed and signed)
22. Returnable Schedule: SBD1-Invitation to bid must be completed and signed
23. The Department will contract with the successful bidder by signing a formal contract.
24. 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.
25. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
26. The client reserves the right to intervene and/or assist in the selection of local sub-contractors, during contract administration.
27. 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.
28. The Department reserves the right to contract with the successful bidder by use a signed appointment letter or a purchase order.
29. Protection of personal information: Consent (POPIA)



PHASE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS REGULATIONS OF 2022

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

Criteria	Points
POINTS ON PRICE	80
SPECIFIC GOALS	20
TOTAL	100

Please note:

1. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals.
2. The Department intends to award this to the highest point scorer as whole, unless circumstances justifies otherwise.
3. When evaluating bids/quotations of joint ventures/consortia, preference points must be allocated proportionately for such bidders in terms of their attributes or qualification for the relevant specific goal that is being scored, subject to the joint venture/consortium submitting the relevant proof of substantiation of points claimed as stipulated in the bidding documents. The points scored for the specific goals must then be added to the points scored for price and rounded off to the nearest two decimal points." A JV/consortia agreement must be submitted with the bid to substantiate the calculations. Failure will also lead in non-awarding of points for specific goals.
4. All information will be verified through CSD (where applicable) .
5. A Cipro certificate (CK) and certified ID copy/s must be attached as proof of ownership to claim points for specific goals.
6. A Medical certificate from a medical Practitioner with a practice number must be attached to claim points for disability.
7. To claim full Points for Locality, the preferred address on CSD must be from within BCM/Amathole District Municipality (not edited after the issue of this bid).
8. SBD 6.1 is attached.

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

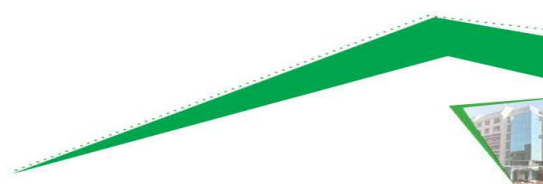
(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

The financial offer will be scored using the following formula:

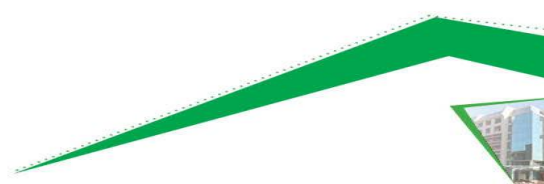
$$A = (1 - \frac{(P - P_m)}{P_m})$$

The value of value of W_1 is:

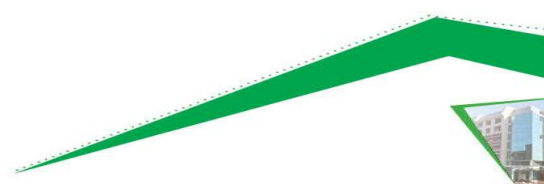
- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or



	2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.
5.10	<p>Bid offers will only be accepted if:</p> <ul style="list-style-type: none"> a) The Bidder is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) Bidder is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin. c) The Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation. d) 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. e) The Bidder has not: <ul style="list-style-type: none"> i) Abused the Employer's Supply Chain Management System; or ii) Failed to perform on any previous contract and has been given a written notice to this effect. f) 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. g) 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 of the employer or potentially compromise the bid process and people in the employment of the state are permitted to submit bids or participate in the contract. h) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted. i) Bidder undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers. j) The Employer is reasonably satisfied that 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. k) 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. l) 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. Only a duly authorised official can sign the bid.



	<p>m) 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 eliminated and not be considered further in the process.</p> <p>n) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in the 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>o) 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>p) 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>q) The department may conduct an inspection of premises without prior notice if necessary.</p> <p>r) 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>s) Suppliers should under no circumstances deviate from the orders issued by the department.</p>
5.11	The number of paper copies of the signed contract to be provided by the Employer is 1.
5.12	<p>The additional conditions of Bid are:</p> <ul style="list-style-type: none"> • Wherever a brand name is specified in this document (i.e. Detailed Specifications, Pricing Schedule, Bill of Quantities or anywhere), the Department requires an item similar/equivalent or better. • The Department reserves the rights to extend the Bid validity period beyond the date 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.
5.13	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the CIDB for investigation as a breach of the CIDB Code of Conduct in terms of the CIDB Regulations ; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the CIDB Regulations and the Preferential



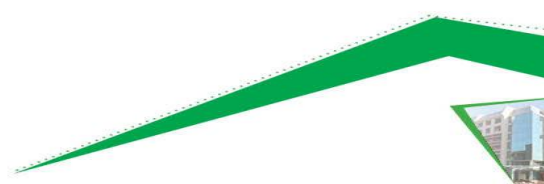
	Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.
5.14	<p>For the work as a whole:</p> <p>The date for practical completion shall be twelve (12) months from the commencement date. Due to the nature of this contract, it 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 of 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.</p> <p>The Department should 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.</p>
T.2.1	A. List of returnable documents
1	<p>Documentation to demonstrate eligibility to have Bids evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</p> <ul style="list-style-type: none"> • Appropriate CIDB grading suitable for the works (as stated in 4.1). • The Attach a list and proof of past projects (stating the name, amount, client name, project manager, duration, completion date) – reachable references and completion certificates.
2	<p>Returnable Schedules required for Bid evaluation purposes</p> <p>The Bidder must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> • Record of Addenda to Bid Documents • Proposed amendments and qualifications • Compulsory Enterprise Questionnaire (JV partners must complete separate Questionnaire forms and submit). • SBD 4, 6.1 • Form of Offer and Acceptance • Final Summary of Bills of Quantities or a complete Pricing Schedule • Certificate of Authority for Joint Ventures, if applicable.
3	<p>Other documents required for Bid evaluation purposes</p> <p>The Bidder must provide the following returnable documents:</p> <ul style="list-style-type: none"> • CSD Report for a contractor with valid and correct information. • CRS number to confirm active relevant CIDB registration. • A duly completed form of Offer and Acceptance (and any revision of prices if there are any).



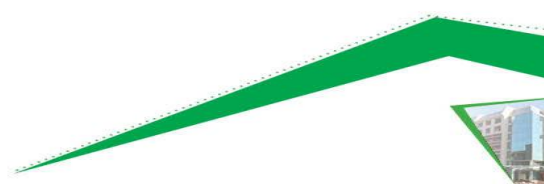
	<ul style="list-style-type: none"> • A certified copy of a valid recognized qualification in refrigeration and Air-conditioning system, ID copy and cv of a technician who is going to carry out the work.
4	<p>Returnable Schedules that will be incorporated into the contract</p> <p>The Bidder must complete the following returnable documents:</p> <ul style="list-style-type: none"> • A letter if good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993) will be required from the preferred Bidder. • Details of Bids nearest office • Returnable Documents: Company Details • Returnable Documents: Company Composition • Declaration: Validity of Information Provided • Bidders must submit a list of projects where he or she has submitted bid document 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. Unless it is used for Quality/functionality Points. • Bidders must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the bid. Refer to Annexure G. This is not an elimination factor, but important for the department to make a decision. • The Contractor is to comply with the OHS Act and requirements in all respects. S/he will be required to submit a Health and Safety file to the Department for approval prior to site being handed over.
5	<p>Only authorized signatories may sign the original and all copies of the Bid offer where required.</p> <p>In the case of a ONE-PERSON CONCERN submitting a Bid, this shall be clearly stated.</p> <p>In the case of a COMPANY 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 CLOSE CORPORATION 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 PARTNERSHIP 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 JOINT VENTURE/CONSORTIUM submitting a Bid, include a <u>resolution of each company</u> of the joint venture together with a <u>resolution by its</u></p>



	<p><u>members</u> authorizing a member of the joint venture to sign the documents on behalf of the joint venture.</p> <p><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></p>
6	<p>Information and data to be completed in all respects</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>Canvassing and obtaining additional information by Bidders</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>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a Bid to a person -</p> <ol style="list-style-type: none"> who is in the service of the state; or if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or A person who is an advisor or consultant contracted with the Department or municipal entity. <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> a member of: - <ol style="list-style-type: none"> any municipal council; any provincial legislature; or the National Assembly or the National Council of Provinces. a member of the board of directors of any municipal entity. an official of any Department or municipal entity. an employee of any national or provincial department. provincial public entity or constitution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); a member of the accounting authority of any national or provincial public entity; or An employee of Parliament or provincial legislature. <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>Awards to close family members of persons in the service of the state</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 - a) the name of that person;</p> <p>b) The capacity in which that person is in the service of the state; and</p> <p>c) The amount of the award.</p> <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>Responding to requests from the Bidder</p> <p>The Employer will respond to requests for clarification up to 5 (five) working days before the Bid closing time. N/a</p>
11	<p>Opening of Bid submissions</p> <p>Bids will be opened immediately after the closing time for Bids.</p>
12	<p>Scoring quality / functionality</p> <p>Yes, refer to 5.11.9 (N/A)</p>
13	<p>Cancellation and re-invitation of Bids</p> <p>An organ of State may, prior to the award of the Bid, cancel the Bid if-</p> <p>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</p> <p>(b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>(c) No acceptable Bids are received.</p> <p>(d) Bid validity period has expired.</p> <p>(e) Gross errors in the bid documents or procurement processes.</p> <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 Adjudication 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 Framework Act 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 CIDB for investigation as a breach of the CIDB Code of Conduct in terms of the CIDB Regulations; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the CIDB Regulations and the Preferential</p>



	Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.
--	---

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, 6.1
- Minimum of 3 Project References (Information important for evaluation purposes)
- A certified copy of a valid recognized qualification in refrigeration and Air-conditioning system and, ID copy and cv of a technician who is going to carry out the work.
- Record of projects: 3 completion certificates for completed works.

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)
- Subcontract agreement (if applicable).
- The Contractor is to comply with the OHS Act and requirements in all respects. S/he will be required to submit a Health and Safety file to the Department for approval prior to site being handed over.

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

BID NUMBER:	AMR5-25/26-0015	CLOSING DATE:	05 SEPTEMBER 2025	CLOSING TIME:	11H00
DESCRIPTION	MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM DISTRICT, DPWI OFFICES FOR A PERIOD OF 12 MONTHS				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

CORNER OF SCHOLL AND AMALINDA MAIN ROAD AMALINDA BLOCK B BUILDING – RECEPTION AREA EAST LONDON

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	MS N. HLONITSHWAYO	CONTACT PERSON	Tembinkosi Bityo
TELEPHONE NUMBER	043 711 5733	TELEPHONE NUMBER	0828281942
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Nokuthula.Hlonitshwayo@ecdpw.gov.za	E-MAIL ADDRESS	Tembinkosi.Bityo@ecdpw.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA

a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?

☐ Yes
☐ No
[IF YES ENCLOSE PROOF]

b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?

☐ Yes ☐ No
[IF YES, COMPLETE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 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.

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

- Authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- Confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Bid Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- 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)

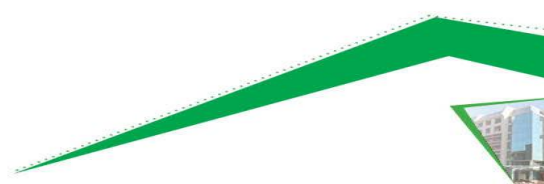
Section 4: Central Supplier Database Registration Number

Central Supplier Database Registration number (<i>Compulsory</i>)	
CIDB Registration number (<i>if applicable</i>)	

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

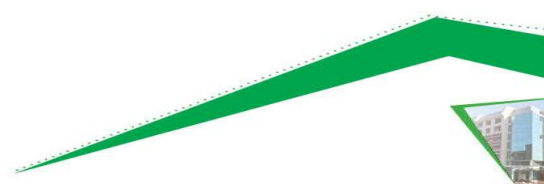
Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| <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 an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <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 an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <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

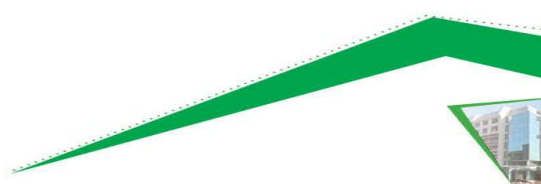
Was any contract between the Bidding entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ 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 Bidding 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)
- ii) neither the Bidding 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 Bidding entity is not associated, linked or involved with any other Bidding 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 Bidding 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

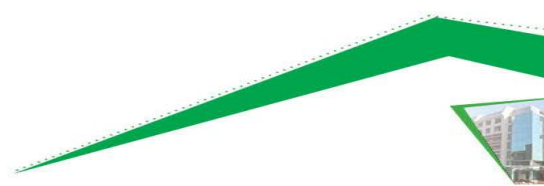
Date

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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

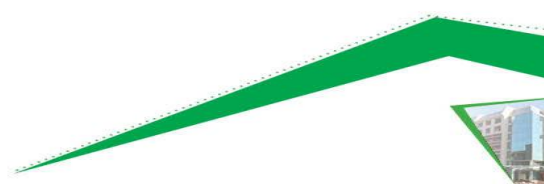
Full Name	Identity Number	Name of institution	State

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

- 2.2.1 If so, furnish particulars:

.....
.....

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



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

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

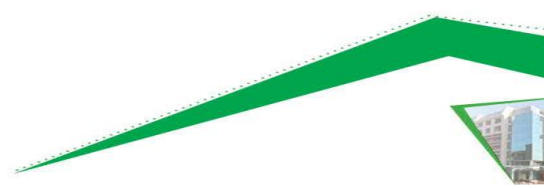
3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 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.

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



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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

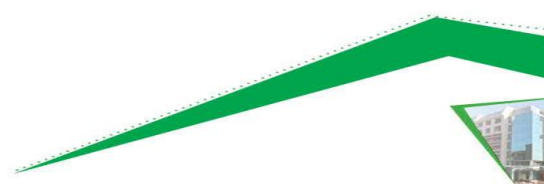
- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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



2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS



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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system, failure to indicate points claimed will lead to not awarding points)

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



People with disability:-			
	(a) 20% or more disabled people ownership	2	
	(b) Less than 20% disabled people ownership	0	
Locality:-			
	(a) Within Buffalo City Municipality and Amathole District	6	
	(b) Within the Eastern Cape	2	
	(c) Outside the Eastern Cape	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

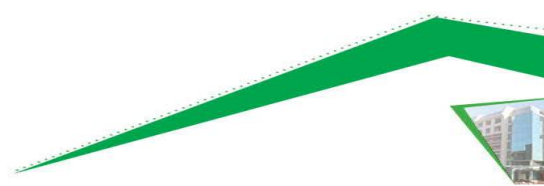
- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;



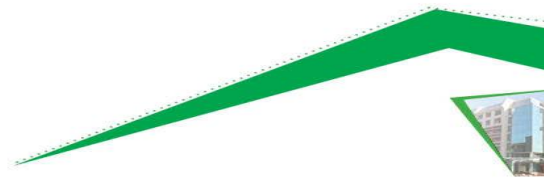
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary

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

SURNAME AND NAME:

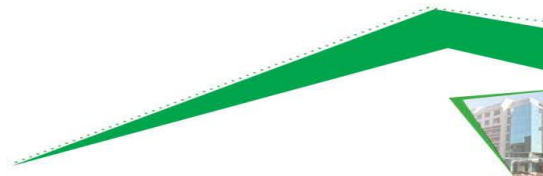
DATE:

ADDRESS:



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

(ATTACH HERE)



VALID CIDB CERTIFICATE OF A BIDDER
(ATTACH HERE)



Form of Offer and Acceptance

FORM OF OFFER AND ACCEPTANCE

Project title	MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM DISTRICT, DPWI OFFICES FOR A PERIOD OF 12 MONTHS
AMR number	AMR5-25/26-0015

OFFER

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

MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM DISTRICT, DPWI OFFICES FOR A PERIOD OF 12 MONTHS.

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)

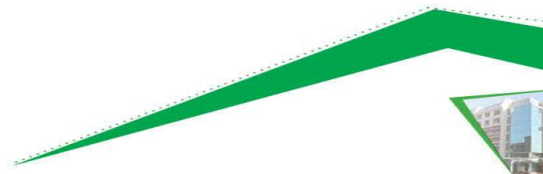
This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid data, whereupon the Bidder becomes the party named as the contractor in the conditions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

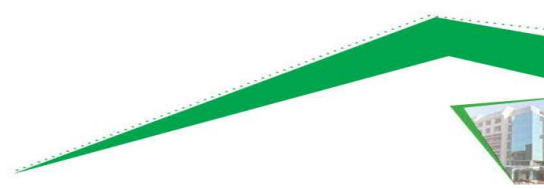
Part C3 Scope of work.

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 the Contractor) within **five (5) working days** of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a



binding contract between the parties.¹

Signature

.....

Name

.....

Capacity

.....

**for the
Employer**

.....

.....

(Name and address of organization)

Name and signature

of witness

Date

Schedule of Deviations

1 Subject

Details

.....

2 Subject

Details

.....

3 Subject

Details

.....

4 Subject

Details

.....

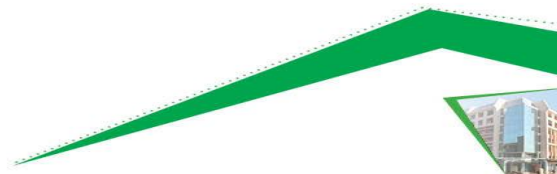
By the duly authorised representatives signing this agreement, the employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Bid data and addenda thereto as listed in the Bid schedules, as well as any confirmation, 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.

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



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



RECORD OF ADDENDA TO BID DOCUMENTS

A

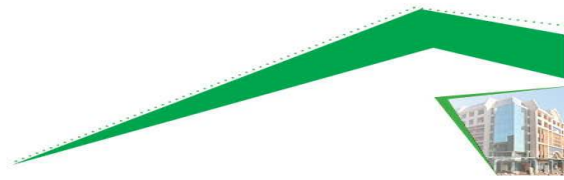
PROJECT TITLE	MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM DISTRICT, DPWI OFFICES FOR A PERIOD OF 12 MONTHS		
AMR NUMBER	AMR5-25/26-0015		
I / We confirm that the following communications received from the Department of Public Works & Infrastructure before the submission 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)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Bidder _____



B

PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

PROJECT TITLE	MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM DISTRICT, DPWI OFFICES FOR A PERIOD OF 12 MONTHS
AMR NUMBER	AMR5-25/26-0015

Page	Clause /Item	Proposal

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

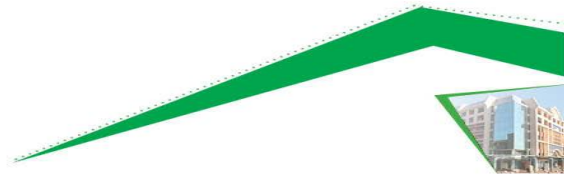
Signed

Date

Name

Position

Enterprise name



C

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: _____

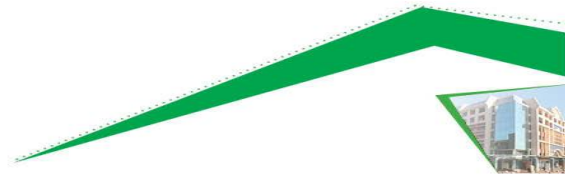
DATE: _____

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):



D

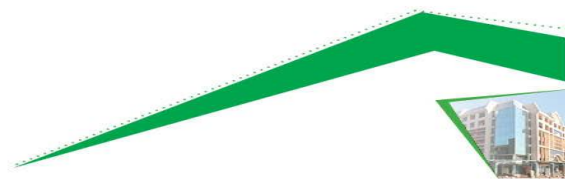
CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

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

PROJECT TITLE	MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM DISTRICT, DPWI OFFICES FOR A PERIOD OF 12 MONTHS
----------------------	--

AMR NUMBER	AMR5-25/26-0015
-------------------	-----------------

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

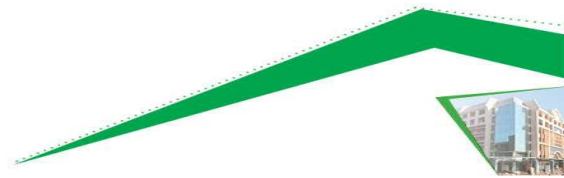


E

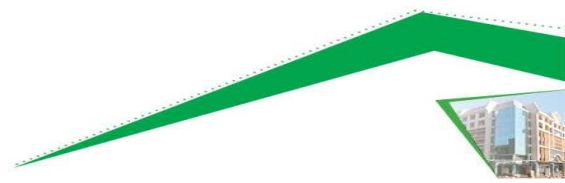
SCHEDULE OF PROPOSED SUBCONTRACTORS

PROJECT TITLE	MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM DISTRICT, DPWI OFFICES FOR A PERIOD OF 12 MONTHS
AMR NUMBER	AMR5-25/26-0015
<p>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.</p> <p>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.</p> <p>We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).</p>	

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



3					
4					
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



F

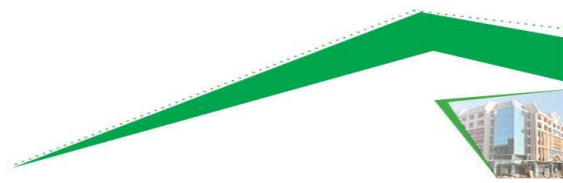
CAPACITY OF THE BIDDER

PROJECT TITLE	MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM DISTRICT, DPWI OFFICES FOR A PERIOD OF 12 MONTHS
AMR NUMBER	AMR5-25/26-0015
<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.

Signed:	Date
Name:	Position
Enterprise			Name:
.....			



G

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Bidders must submit a description of at least three projects successfully completed. **Attach completion certificate for each of the project provided. This is important for the Department to make a decision and will lead to elimination of bids.** The information mentioned on this form must correspond with the information mentioned 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 above table is just for reference purposes).

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

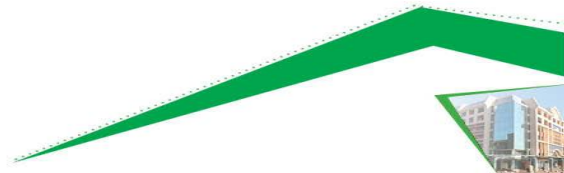
Signed

Date

Name

Position

Enterprise name



H

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.

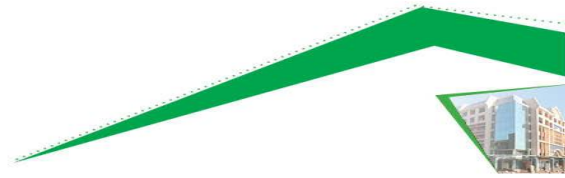
Signed

Date

Name

Position

Enterprise name



I

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*



J

**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 BIDED 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).

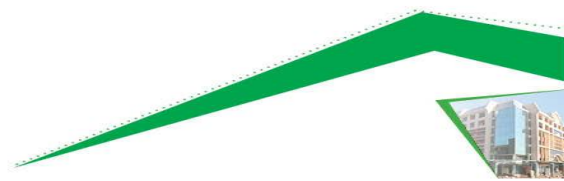
Signed

Date

Name

Position

Enterprise name



K

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 CLIENT.	OF 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).

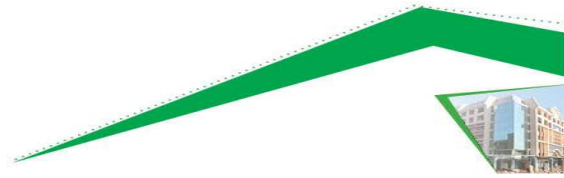
Signed

Date

Name

Position

Bidder name



L

Evaluation Schedule 1 – Project Reference Forms - 1

Project title:	MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM DISTRICT, DPWI OFFICES FOR A PERIOD OF 12 MONTHS
Project Number:	AMR5-25/26-0015

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: _____

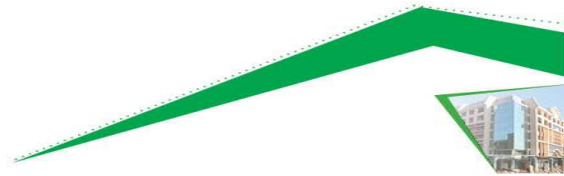
Project location: _____

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						
TOTAL						



B. Would you consider / recommend this Bidder again:

YES	NO

C. Any other comments:

B. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

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

Signature of principal agent

COMPANY STAMP

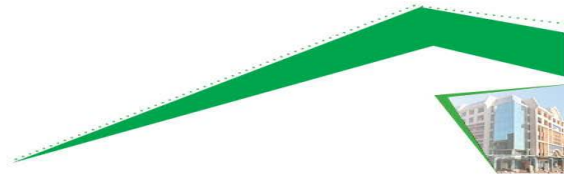
NOTE:

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 – 2

M

Project title:	MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM DISTRICT, DPWI OFFICES FOR A PERIOD OF 12 MONTHS
Project Number:	AMR5-25/26-0015

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: _____

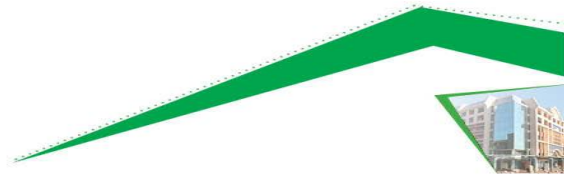
Project location: _____

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						
TOTAL						



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

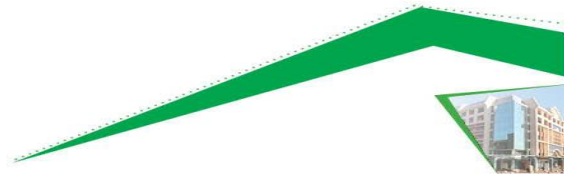
NOTE:

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



Evaluation Schedule 3 – Project Reference Forms – 3

N

Project title:	MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM DISTRICT, DPWI OFFICES FOR A PERIOD OF 12 MONTHS
Project Number:	AMR5-25/26-0015

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: _____

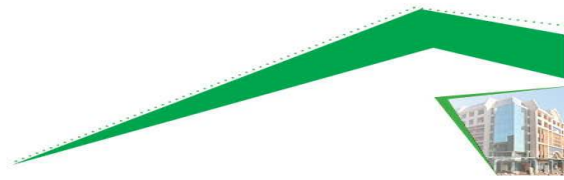
Construction period: _____ Completion date: _____

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						
TOTAL						

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



0

BASELINE RISK ASSESSMENT

PROJECT TITLE	MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM DISTRICT, DPWI OFFICES FOR A PERIOD OF 12 MONTHS
AMR NUMBER	AMR5-25/26-0015
<i>PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE.</i>	

Activity	Risk to Safety	Risk Health to	Risk to Environmental	Risk to Public Safety	Control Measures
Use of crane to off-load	Falling of machinery resulting Injury to personnel	NA	Falling of generator set resulting damaging trees	Falling of machinery resulting to injury to the public and damaging property	Use lifting signal. Ensure competent crane operator
Electrical connection	Electrical shock resulting to injuries	NA	NA	Exposed wires to the public resulting to injuries	Follow electrical safety precautions and standards
Oil spills	NA	NA	Oil spillage can resulting to land and water pollution	Contact with waste water can resulting to disease	Follow environmental standards to control any risk

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

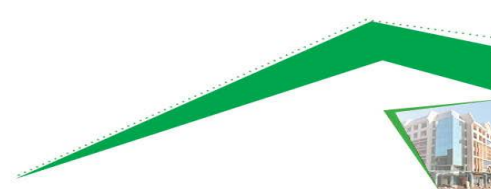
Signed

Date

Name

Position

Enterprise name



**DETAILED SPECIFICATION AND
BILL OF QUANTITIES**



Project title:	MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM DISTRICT, DPWI OFFICES FOR A PERIOD OF 12 MONTHS
AMR number:	AMR5-25/26-0015

RETURNABLE SCHEDULES

TABLE OF CONTENTS

ITEM No.	DESCRIPTION
2.1	Registration as an Air conditioning Contractor.
2.2	Details of Air conditioning Contractor.



Project title:	MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM DISTRICT, DPWI OFFICES FOR A PERIOD OF 12 MONTHS
AMR number:	AMR5-25/26-0015

2.1 Registration as an Air Conditioning Contractor

Bidder must attach certified copy of a valid recognised qualification in refrigeration and Air-conditioning system and an ID copy of a technician who is going to carry out the work.

Bidder must complete the following questionnaire and submit it with this tender.

- a) Does the contractor have a registered technician?

YES/NO

Registration No:

Date of issue:

- b) Has the contractor been registered with the Department of Manpower?

- i) Registered for Workmen's Compensation for Occupational Injuries and Diseases Act

YES/NO

Registration No:

Date of issue:

- ii) The Unemployment Insurance Commissioner YES/NO

Registration No :

Date of issue:

I/We certify that the above information is correct

Signature:

Name of Signatory:

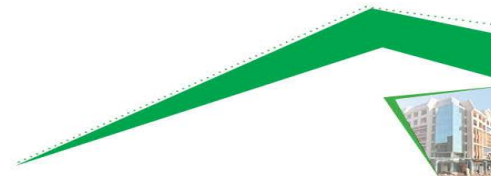
Name of Firm Represented:

Address:

.....

Date:

NOTE:IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT FAILURE TO COMPLY WITH THIS CLAUSE OF THE SPECIFICATION MAY RESULT IN DISQUALIFICATION AND REJECTION OF THE TENDER or CANCELLATION OF THE CONTRACT.



Project title:	MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM DISTRICT, DPWI OFFICES FOR A PERIOD OF 12 MONTHS
AMR number:	AMR5-25/26-0015

2.2 DETAILS OF THE AIR CONDITIONING INSTALLER

I/We certify that is a registered air conditioning OR ventilation equipment installer in terms of the Occupational Health and Safety Act (Act 85 1994) and is permanently employed by my/our company trading as:

.....
.....

I/We further certify that the abovementioned person will be appointed as the responsible person in charge of the installation, which person shall personally supervise the whole of the air conditioning OR ventilation works as tendered for from inception to completion inclusive of signing all commencement/completion/ cost certificates necessary as part of the Works.

I/We further certify that I am/We are fully aware of the provisions of the Occupational Health and Safety Act (Act 85 1994), and that my/our company is trading as a registered fire protection installation organisation.

**SIGNATURE OF
TENDERER**

.....

**SIGNATURE OF
INSTALLER**

.....

**REGISTRATION
NUMBER OF
INSTALLER**

.....

DATE

.....

**COMPANY
STAMP**

Project title:	MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM DISTRICT, DPWI OFFICES FOR A PERIOD OF 12 MONTHS
AMR number:	AMR5-25/26-0015

DETAILS SPECIFICATION

1. KNOWLEDGE

The equipment/service shall be complete and functional and shall be according to this specification and the latest revisions of the following standards and specifications:

- 1.1. SANS 10400: The Application of the National Building Regulations Occupational
- 1.2. Health and Safety Act and Regulations
- 1.3. National Road Traffic Act 93 Of 1996
- 1.4. SANS 10400: The Application of the National Building Regulations
- 1.5. Occupational Health and Safety Act and Regulations
- 1.6. National Road Traffic Act 93 Of 1996
- 1.7. SANS 10231
- 1.8. SANS 10230
- 1.9. SANS 10232-1
- 1.10. National Environmental Management Act, 1998
- 1.11. National Environmental Management: Waste Act (59/2008) and regulations
- 1.12. National Environmental Management Act (107/1998) and regulations
- 1.13. Department of Public Works & Infrastructure specification PW371: Specification of Materials and Methods to be used and is available from National Public Works website. All other relevant specifications, standards and documents whether referenced in the above documents or not.

This specification is supplemental to the above and any conflicting information must be referred to the engineer for clarification.

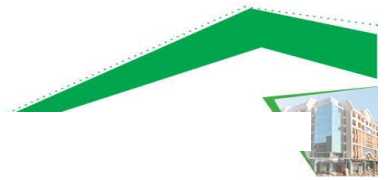
2. SITES

The maintenance contract is to be carried out in the following sites:
GPS coordinates:

DPW&I (Amalinda District Office)
Fort Beaufort (Cape College Cluster Offices)
Department Cluster Offices (Elliotdale)
Department Cluster Office (Idutywa)
DPW& I (Zwelitsha)
DPW&I (Middledrift)
DPWI&I (Butterworth)
DPWI&I (Peddie)

2.1. Activities On site:

The sites are in use on a daily basis and safety precautions must be taken into account to prevent injuries.



3. CONTRACT PERIOD

The overall contract period is set to be 12 MONTHS.

4. MAKING GOOD TO TRADES AND CLEARING SITE

After completion of any form of work during the contract period, all trades shall be made good and left in a clean and neat condition.

PART C3: SERVICE INFORMATION

The works covers the routine maintenance and repairs of all split and cassette units in the buildings, for a period of 12 months, including occupation sensors for each office to ensure the evaporator units are off when the offices are not occupied. The contractor will be responsible for assessment, re-gassing, testing, servicing and supply of maintenance related documents. The works also requires a service provider to have qualified personnel on standby to carry out “as and when” required repairs as per the instruction given by the Department of Public Works and Infrastructure Project Manager/Leader. The service provider shall comply with all the requirements of the Occupational Health and Safety Act (Act 85 of 1993). **The service provider’s technical personnel shall commit to good response time in event of breakdowns.**

Extent of the Works

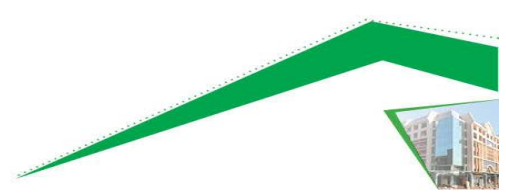
The extent of the works shall be as follows:

- Check the operation of air conditioning units
- Check and lubricate fan bearings
- Check the filter, replace it if damaged
- Clean the condensate pan and drain it thoroughly
- Ensure that condensed water runs to the outside of the drain to the nearest drain
- Check the condition of electrical connection
- Clean the outside unit using suitable detergent
- Check the lack of refrigerant or clogged refrigerant lines install a gauge manifold and check Pressure
- Check for the gas leaks and re-gas the unit if required
- Thoroughly clean the condenser
- Supply of spares Parts and Accessories for the PLC i.e. “compressor, PC board etc.” as and when required.
- include occupation sensors for each office to ensure the evaporator units are off when the offices are not occupied

The above description of the work is not necessarily complete and shall not limit the service, work and maintenance activities under this contract.

This contract covers the following units

The *Contractor* will be fully responsible for meeting all requirements in this document regarding the Works.



Upon arrival at the *Employer's* premises, at the pre-arranged time, the *Contractor* shall report to the *Departmental representative* and attend to any matters which may necessitate action.

- Upon completion of the service/maintenance visit, the Contractor shall complete a comprehensive inspection report in respect of air conditioning units as per the schedule in all locations, listing all activities undertaken, additional work performed and consumables used. This inspection report is to be submitted to the Departmental representative for record keeping and endorsement before leaving the premises.
- The Contractor shall produce monthly reports for all the maintenance work undertaken. Detailed maintenance sheets shall be completed after service upon every service.
- During monthly maintenance a preventive works order shall be issued to the Contractor detailing activities to be undertaken on the specified equipment, if additional work is required to be carried out the Contractor shall notify the Departmental representative. The Departmental representative shall then issue a corrective works order giving instructions to the Contractor to rectify the problem. All works orders shall be completed and closed within 48hrs after the work has been performed.
- For each piece of equipment, all work will be carried out to standards as required by Department's specific work instructions and the applicable SANS standards. Where OEM standards differ from those required by this document the more stringent requirement shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) said requirements.
- **The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works.** The Contractor shall comply with the Minimum Staffing Schedule at all times. This may be amended by mutual arrangement between the Department and the Contractor from time to time.
- The Contractor will ensure that his/her staff compliment is of a sufficient quantity to allow for uninterrupted supply of labor in the event of his/her staff taking sick leave, paid leave and will allow for all staff related eventualities.
- The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable, trustworthy and competent of the standby generator Maintenance activities/procedures in the area. The Contractor shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned and/or cancelled at the Department.
- All work shall be performed within the required Response Times – as stipulated. Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. No breakdown may be left unattended or incomplete for the next day or shift. All repair work shall carry a defect-free guaranteed period of 3 months after completion of work.
- The Contractor will be responsible for holding all tools and/or special equipment that might be required for the execution of the works, either on site or on their premises in order to comply with the Response Time requirements of this contract. Any exclusion to the above should be clearly communicated in the returnable schedules when submitting the tender.
- The Contractor shall ensure that, unless a special arrangement is made with the Departmental representative, all senior staff members and on-site support staff is always immediately reachable via cell phone.



- The Contractor shall ensure that all maintenance staff are issued with uniforms that will comply with a minimum requirement as agreed with the Departmental representative from time to time. Current Departmental requirements are: safety shoes, and a uniquely numbered reflective jacket (for easy identification via CCTV).

MANAGEMENT OF THE WORKS

All work shall conform to all relevant SANS standards, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof.

All work shall be carried out in accordance with prevailing industry norms and best practice and will at all times comply with OEM requirements.

Planning and programming

All maintenance work shall be scheduled and a roster presented to the Departmental representative at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal Departmental operations.

Normal Departmental operational hours shall be from 08:00 to 16:30 for every day of the year. The maintenance staff will be on standby 24 hours per day.

As a minimum requirement, the Contractor shall roster scheduled preventative maintenance activities.

Maintenance teams will attend to scheduled preventative maintenance, non-scheduled maintenance and breakdown maintenance. The Contractor must ensure that no scheduled maintenance work is carried over to the following week.

All Preventative Maintenance shall be scheduled, at least, to the requirements of the industry norms and standards.

Methods and procedures

The Contractor must accept and respect the fact that the Departments are continuously undergoing construction and improvement and that a variety of stakeholders are involved in

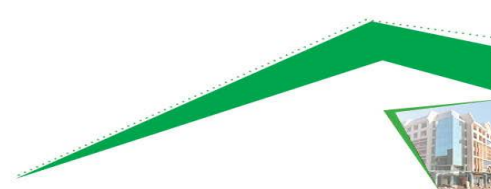
Government's business. Therefore, within reason and with prior arrangement with the Contractor, the Department might require the following from time to time:

- Assisting with Departmental Operations Re-scheduling of work to accommodate other Contractor.
- Pointing out services to consultants or other Contractor
- Providing access to other Contractor
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of Departmental Mechanical staff and/or technician recommending improvements on operational procedures
- Co-operating with Departmental Security relating to security issues

The Departmental representative may instruct operational and works procedures to the Contractor as might be required from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

Quality plans and control

All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Departmental representative from time to time. Emphasis must be on improving equipment reliability and on ensuring that rostered maintenance work is indeed performed as and when required.



Environment

The Contractor will keep noise and dust levels to a minimum. At no time shall his/her work result in nuisance, interference or danger to the public or any other person working in the premises concerned.

At no time shall the Contractor:

- allow any polluted or toxic substance to be released into the air or storm water systems, interfere with, or put at risk on the functionality of any system or service
- Cause a fire or safety hazard

Format of communications

Work instructions, daily check sheets, monthly maintenance reports, inventory reports, breakdown reports, exception/defects reports, etc. will all be in a format as agreed with the Departmental representative.

Key personnel

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Departmental representative at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported to and agreed upon with the Departmental representative.

Staff Requirements and Supervision

The Contractor shall provide the staff for the execution of the Service which shall be supervised by means of regular inspections by a Supervisor of the Contractor who is

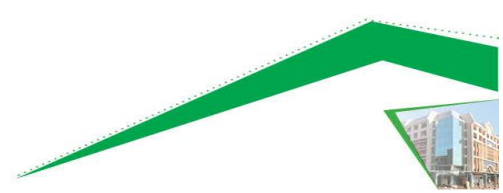
expected to have a thorough knowledge of the various tasks, equipment and material to be able to properly train and manage employees in their individual tasks.

The Contractor shall always ensure that all staff have been provided with uniforms/ PPE and will have **visible identification on site at all times**.

Provision of resources

The contractor shall utilize / provide skilled and suitable qualified staff with experience in the following:

- Electrical Trade
- Air Conditioning Mechanic Trade
- Safe handling of refrigerants license
- Occupational Health and Safety Act 85 of 1993 and SHE Standards
- Quality Management Control and Assurance as per ISO Standards
- Procedure writing.



Management meetings

The Contractor will be expected to attend meetings relating to maintenance according to the agreed schedule of meetings, operations, contract management and other issues that may

arise from time to time. As far as is practicable, the Contractor will make all required persons available for these meetings.

The Contractor shall **not** submit claims for payment for staff attending any of these meetings.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting.

Electronic payments

The Contractor should arrange with DPW&I's finance department for making all payments electronically.

Daily records

The Contractor shall keep accurate daily records of staff attendance, maintenance work, safety inspections and exception reports. Records shall be available for scrutiny by the Departmental representative at any time. All records shall be in a format as agreed with the Departmental representative.

Monthly reports

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on:

- maintenance work (including % of scheduled maintenance work completed)
- monthly checks performed
- maintenance plan for the next month
- asset register up to date including equipment data
- Outstanding maintenance issues

The Contractor shall keep copies of all reports for at least 24 MONTHS. All reports shall be in a format as agreed with the Departmental representative from time to time.

Description of Maintenance and Frequency

Service and maintain air conditioning equipment as per the **Operation and Maintenance Manual**.

In addition to that the following should be conducted:

A. Split Units, Console and Cassette Units	Per service
1. Isolate and remove all inspection panels and clean inside of units and rectify any damaged insulation. 2. Air filters – Check pressure drops and record. 3. Washable type to be removed, cleaned, dried and replaced. 4. Air filter frames to be checked for air bypass and to be rectified if necessary. 5. Axial flow fans to be checked for correct operation and undue noise (where applicable). 6. Bearings to be lubricated if necessary.	



<p>7. Fresh air and return air damper settings and operations to be checked and adjusted, if necessary.</p> <p>8. Switchboards and electrical control panels to be cleaned, checked and tightened terminals and replace indicating light bulbs where necessary.</p> <p>9. Circuit breakers and fuses to be checked and investigated reasons for any circuit breakers in OFF position.</p> <p>10. Rectify faults and replace faulty circuit breakers.</p> <p>11. Starters, Contactors and Relays to be checked to ensure moving bridges slide freely and that all contact points are clean.</p> <p>12. Investigate and rectify cause of excessive burning of contacts.</p> <p>13. Time switch settings to be checked and reset to start and stop plant at correct time, if necessary.</p> <p>14. Flexible connections to be checked and air leaks rectified.</p> <p>15. Control thermostats operation to be checked and to recalibrate, if necessary.</p> <p>16. Clean drains and drip trays.</p> <p>17. Check and tension belt drives.</p> <p>18. Check condition of cooling coils and report.</p> <p>19. Check operation of plant and record temperatures.</p> <p>20. Chemically clean evaporator cooling coils.</p> <p>21. All ferrous metal components, on evaporators, to be examined, corrosion treated and required to prevent further corrosion.</p> <p>22. Check operation of occupancy sensors.</p>	Per service
B. Electrical Controls	
<p>1. Clean interior of switchboards.</p> <p>2. Visually check wiring for electrical hotspots.</p>	Per service
C. Diffuser Units	
<p>1. Check for dust on unit.</p> <p>2. Check drip tray & pipe.</p> <p>3. Check fan & motor.</p> <p>4. Check solenoid valve operation.</p> <p>5. Check heater elements.</p> <p>6. Check cooling & heating function – log readings.</p> <p>7. Inspect casing for corrosion.</p> <p>8. Temperature Controllers to fan coil unit.</p>	Per service

D. As & When Air Conditioning Equipment Repairs (Ad hoc repairs)

The contractor will be required on an “as and when” required basis to perform investigation on equipment and perform ad hoc repairs. After completing the investigation, the service provider shall report to Departmental Representative where necessary, for items that need repair work done and once confirmed by DPWI representative can be invoiced accordingly. Possible “as and when” services are listed below:

The emergency repair shall be done within 2 hours after the breakdown was reported.

Split Units	Cassette Units
<ul style="list-style-type: none"> • Air filters • Axial flow fans • Bearings • Dampers • Thermostat • Belt drives • Cooling coils • Evaporator 	<ul style="list-style-type: none"> • Air filters • Axial flow fans • Bearings • Dampers • Thermostat • Belt drives • Cooling coils • Evaporator



	SITE AND DESCRIPTION	#	NUMBER OF UNITS
1	Department of Public Works and Infrastructure (Amalinda District Offices, East London)		
1.1	9000 BTU - Mid-wall split Units.	No.	15
1.2	12000 BTU - Mid-wall Units.	No.	25
1.3	15000 BTU - Mid-wall Units.	No.	10
1.4	18000 BTU - Mid wall Unit.	No.	6
1.5	24000 BTU - Mid wall Units.	No.	10
1.6	36000 BTU - Cassette Units.	No.	15
1.7	42000 BTU - Under Ceiling Units.	No.	6
	Total		87
2	Departments Cluster Office (Fort Beaufort)		
2.1	9000 BTU - Mid-wall split Units.	No.	20
2.2	12000 BTU - Mid-wall Units.	No.	20
2.3	15000 BTU - Mid-wall Units.	No.	20
2.4	18000 BTU - Mid wall Unit.	No.	12
2.5	24000 BTU - Mid wall Units.	No.	10
2.6	36000 BTU - Cassette Units.	No.	4
2.7	42000 BTU - Under Ceiling Units.	No.	8
	Total		94
3	Departments Cluster Office (Elliot dale)		
3.1	9000 BTU - Mid-wall split Units.	No.	20
3.2	12000 BTU - Mid-wall Units.	No.	15
3.3	18000 BTU - Mid-wall Units.	No.	15
3.4	18000 BTU - Cassette Unit.	No.	14
3.5	24000 BTU - Cassette Units.	No.	5
3.6	36000 BTU - Cassette Unit.	No.	5
	Total		74
4	Departments Cluster Office (Idutywa)		
4.1	9000 BTU - Mid-wall split Units.	No.	17
4.2	12000 BTU - Mid-wall split Units.	No.	10
4.3	12000 BTU - Console Units.	No.	6
4.4	15000 BTU - Mid-wall split Units.	No.	6

	15000 BTU - Console Unit.	No.	4
4.6	19000 BTU - Mid-wall split Units.	No.	9
4.7	19000 BTU - Cassette Unit.	No.	2
4.8	32000 BTU - Mid-wall split Units.	No.	2
Total			56

ANNEXURE – A

NOTE: THE BELOW RATES WILL BE ON NON-SCHEDULED REPAIRS (rates only).

5	Departments Public Works & Infrastructure (Zwelitsha)		
5.1	9000 BTU - Mid-wall split Units.	No.	6
5.2	12000 BTU - Mid-wall split Units.	No.	2
Total			8

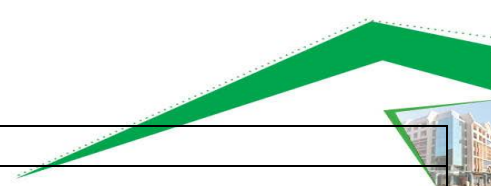
6	Department of Public Works & Infrastructure (Middledrift)		
6.1	9000 BTU - Mid-wall split Units.	No.	4
6.2	9000 BTU - Console Units.	No.	1
Total			5
7	Department of Public Works & Infrastructure (Butterworth)		
7.1	9000 BTU - Mid-wall split Units.	No.	5
	12000 BTU - Mid-wall split Units.	No.	2
	12000 BTU - Console Units.	No.	8
	24000 BTU - Cassette Units	No.	1
Total			16
8	Department of Public Works & Infrastructure (Peddie)		
8.1	9000 BTU - Mid-wall split Units.	No.	2
8.2	12000 BTU - Mid-wall split Units.	No.	2
8.3	24000 BTU - Cassette Units	No.	1
Total			5

THESE RATES MUST NOT BE INCLUDED IN THE SUMMARY PAGE OR FORM OF OFFER

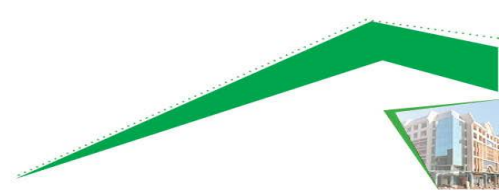
Air-conditioning Unit Replacement Costs per Unit (Rate Only)					
No.	Description	Make	QTY	Rate	Total

EXHIBIT C - PUBLIC WORKS BIDDING SHEET					
1	9000 BTU - Mid-wall split Units.	Samsung	1		
2	12000 BTU - Mid-wall split Units.	Samsung	1		
3	12000 BTU - Console Units.	Maclaren	1		
4	15000 BTU - Mid-wall split Units.	Samsung	1		
5	15000 BTU - Console Unit.	Maclaren	1		
6	19000 BTU - Mid-wall split Units.	Samsung	1		
7	19000 BTU - Cassette Unit.	Samsung	1		
8	32000 BTU - Mid-wall split Units.	Samsung	1		
9	36000 BTU - Mid-wall split Units.	Samsung	1		
10	36000 BTU - Cassette Unit.	Samsung	1		

As and When Required Repairs (Rates only)						
		Service Description	Qty	Unit	Rate	Cost
3.1	Split Units	Repair Air filters		each		
		Repair Axial flow fans		each		
		Repair Bearings		each		
		Repair Damper		each		
		Repair Thermostat		each		
		Repair Belt Drives		each		
		Repair cooling coils		each		
		Repair Evaporator		each		
		Service Description	Qty	Unit	Rate	Cost
3.2	Cassette Units	Repair Air filters		each		
		Repair Axial flow fans		each		
		Repair Bearings		each		
		Repair Damper		each		
		Repair Thermostat		each		
		Repair Belt Drives		each		
		Repair cooling coils		each		
		Repair Evaporator		each		
		Service Description	Qty	Unit	Rate	Cost
3.3	Console Units	Repair Air filters		each		
		Repair Axial flow fans		each		
		Repair Bearings		each		
		Repair Damper		each		
		Repair Thermostat		each		
		Repair Belt Drives		each		
		Repair cooling coils		each		
		Repair Evaporator		each		



	Item Description	Qty	unit	Rate	Cost
3.1.1	<p>Travelling costs will be as per the rates for reimbursable expenses published monthly by the National Department of Public Works at the time of rendering the service/repair.</p> <p><u>Note to Contractor:</u> The Department of Public Works & Infrastructure will only compensate for km claimed within the boundaries of the BCM Metro Area / Amathole District in the Eastern Cape Province. The Department will compensate for travelling by vehicles with engine capacity of up to 2.5 litre.</p> <p>.....</p> <p>(fill in the bidder's address on the dotted line above) All distance in kilometers will be measured from the address above.</p>	1	km		
3.1.2	Technician normal time	1	hrs.		
3.1.3	Assistant normal time	1	hrs.		



BILL OF QUANTITIES



PROJECT TITLE: MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM REGION, DPWI OFFICES FOR A PERIOD OF 12 MONTHS

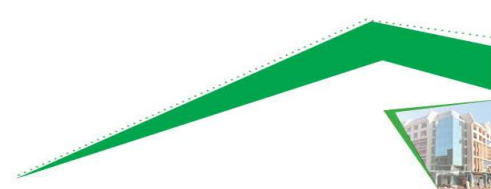
TENDER NO: AMR5-25/26-0015

BILL NO. 1: PRELIMINARY AND GENERAL

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.	<u>PRELIMINARY AND GENERAL</u>				
1.1	Compliance with General Conditions of Contract: Insurances, Sureties, etc as outlined in the Principal Contractor's Preliminaries.				
1.1.1	Fixed	Sum	1		
1.1.2	Value Related	Sum	1		
1.1.3	Time Related	Sum	1		
1.2	Establish on Site, cleaning and tidying up after completion of contract				
1.2.1	Fixed	Sum	1		
1.2.2	Value Related	Sum	1		
1.2.3	Time Related	Sum	1		
1.3	Tools and equipment, Communication, transport and accommodation				
1.3.1	Fixed	Sum	1		
1.3.2	Value Related	Sum	1		
1.3.3	Time Related	Sum	1		
1.4	Contract Management, Company overheads and supervision of the Works including attendance of site meetings (1 per month)				
1.4.1	Fixed	Sum	1		
1.4.2	Value Related	Sum	1		
1.4.3	Time Related	Sum	1		



 <div>PUBLIC WORKS & INFRASTRUCTURE</div>						
1,5	Provision of drawings and manuals for new replacement equipment and as may be requested by the Engineer	Sum	1			
1,6	Final inspection of the works by an accredited representative and idduing of COC's including signing off of the Electrical and Mechanical installations	Sum	1			
1,7	Compliance with Construction Regulations and Health and Safety Act.					
1.7.1	Fixed	Sum	1			
1.7.2	Value related	Sum	1			
1.7.3	Time related	Sum				
1,8	Submissions of status report of Air Conditioning units upon competition of the contract for approval	Sum	1			
		Sum	1			
TOTAL CARRIED FORWARD TO SUMMARY PAGE					R	





PROJECT TITLE: MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT AMATHOLE AND BCM REGION, DPWI OFFICES FOR A PERIOD OF 12 MONTHS

TENDER NO: AMR5-25/26-0015

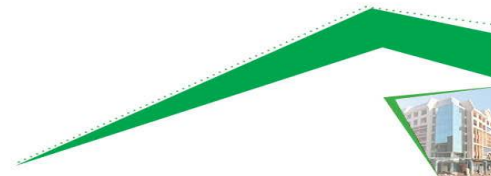
BILL NO. 2: SERVICING OF AIRCONDITIONERS

ITEM	DESCRIPTION	TYPE	QTY	PER YEAR	RATE	AMOUNT
	<u>SITES</u>					
2.1	Department of Public Works and Infrastructure (Amalinda District Offices, East London)	Mid-wall Split	66	2		
		Under-ceiling	6	2		
		Cassette	15	2		
2.2	Departments Cluster Office (Fort Beaufort)	Mid-wall Split	82	2		
		Under-ceiling	8	2		
		Cassette	15	2		
2.3	Departments of Public Works and Infrastructure (Zwelitsha)	Mid-wall Split	8	2		
2.4	Departments of Public Works and Infrastructure (Middledrift)	Mid-wall Split	5	2		
2.5	Departments of Public Works and Infrastructure (Butterworth)	Mid-wall Split	7	2		
		Cassette	1	2		
		Console	8	2		
2.6	Departments Cluster Office (Idutywa)	Mid-wall Split	32	2		
		Cassette	20	2		
		Console	2	2		
2.7	Departments Cluster Office (Elliot dale)	Mid-wall Split	50	2		
		Cassette	24	2		



		PUBLIC WORKS & INFRASTRUCTURE					
2.8	Departments of Public Works and Infrastructure (Peddie)	Mid-wall	4	2			
		Split Cassette	1	2			
		TOTAL CARRIED FORWARD TO SUMMARY PAGE					R

:



**PROJECT TITLE: MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS
AT AMATHOLE AND BCM REGION, DPWI OFFICES FOR A PERIOD OF 12
MONTHS**

TENDER NUMBER: AMR5-25/26-0015

BILL NO. 3: PROVISIONAL AMOUNTS

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3.1	Allow for cost of supply, delivery and Installation of replacement units and new installations as required.	Sum	1	R200 000,00	R200 000,00
3.2	Allow cost for unspecified parts	Sum	1	R100 000,00	R100 000,00
	Allow for Contractor's profit and mark-up for PC items (Bidders must write under Qty their percentage mark-up)	%		R	R
TOTAL CARRIED FORWARD TO SUMMARY PAGE					R



**PROJECT TITLE: MAINTENANCE, REPAIRS AND SERVICING OF AIRCONDITIONING UNITS AT
AMATHOLE AND BCM REGION, DPWI OFFICES FOR A PERIOD OF 12 MONTHS**

TENDER NUMBER: AMR5-25/26-0015

SUMMARY PAGE

ITEM	DESCRIPTION	AMOUNT
1	BILL NO. 1 PRELIMINARY & GENERAL	
2	BILL NO. 2: SERVICING OF AIR-CONDITIONERS	
3	BILL NO. 3: PROVISIONAL AMOUNTS	
	SUBTOTAL	
	ADD VAT@15% (if applicable)	
	TOTAL CARRIED TO FORM OF OFFER	R