

QUOTATION

MAINTENANCE, REPAIRS AND INSTALLATION OF FIRE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS.

CHR5-23/24-0017

NAME OF COMPANY: _____

CSD Nr: _____

CRS Nr (CIDB): _____

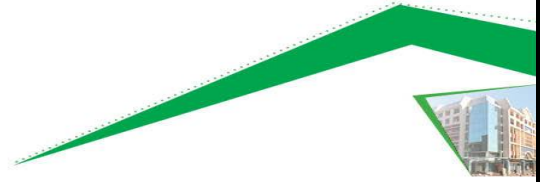
CLOSING DATE: 12 APRIL 2024

TIME: 11:00 am

ISSUED BY:

SUPPLY CHAIN MANAGEMENT UNIT
EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE
NO. 1 CREAMERY ROAD
OLD CPA BUILDING
KOMANI,
5320





PART T1 TENDERING PROCEDURES



T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Public Works and Infrastructure invites contractors with a CIDB Grading of **2SF / 2SF PE OR HIGHER** in the following Class of works (**SF**) for **Maintenance, Repairs and Installation of Fire equipment for the Department of Public Works and Infrastructure, Chris Hani District for a period of 12 months.**

The Eastern Cape Department of Public Works and Infrastructure will enter into a **NEC3 TERM SERVICE CONTRACT (TSC)** 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.

This tender document shall be downloaded free of charge from the Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) from **28 MARCH 2024**. No documents will be available at departmental offices.

Queries relating to the issue of these documents may be addressed in writing to Ms. Babalwa Mshede-email:Babalwa.Mshede@ecdpw.gov.za. **Technical enquiries:** may be addressed in writing to Ms. Cebisa Sabata – email:Cebisa.Sabata@ecdpw.gov.za.

B. BID SUBMISSION:

Completed quotation documents must be deposited in the bid box on the address indicated below, not later than **11:00** on the **12 APRIL 2024** when bids will be opened in public.

Physical Address of Bid Box:

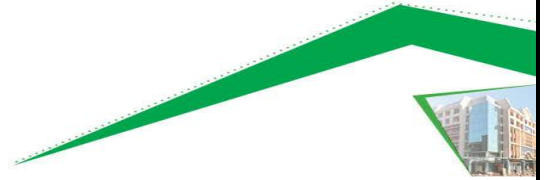
Department of Public Works and Infrastructure, No. 1 Creamery Road, Old CPA Building in Kings Park, Komani, 5320

Bidders including those using courier service must ensure that bids are deposited in the Departmental bid box prior to the closing date and time. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

Telegraphic, telephonic, facsimile, e-mail will and bids received after the closing date and time will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

Tenderers must be registered on the National Treasury Central Supplier Data Base prior award and where possible, proof of registration should be submitted with the proposal (<https://secure.csd.gov.za>).

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



C. BID EVALUATION:

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

Phase One (1): Compliance, responsiveness to the bid rules and conditions.

Phase Two (2): Tenderers passing the above phase will thereafter be evaluated on PPPFA and PPR 2022.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) AND PREFERENTIAL PROCUREMENT REGULATIONS 2022 POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	80 points
Maximum points for Specific Goals	-	20 points
Maximum points	-	100 points

D. BID SPECIFICATIONS, CONDITIONS AND RULES

1. The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data
2. The Department of Public Works and Infrastructure SCM policy applies.
3. Tender validity period is **90 days** after the closing date and time.

E. ENQUIRIES WITH REGARD TO THIS ADVERT MAYBE DIRECTED TO:

- **SCM RELATED ENQUIRIES**

Ms. B. Mshede

Tel No: **045 807 6663 / 083 281 1298**

Email Address: Babalwa.Mshede@ecdpcw.gov.za

- **TECHNICAL ENQUIRIES**

Ms. C. Sabata

Tel No.: **045 807 6609/083 281 0362/073 053 6187**

Email Address: Cebisa.Sabata@ecdpcw.gov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 701



T1.2 Tender Data

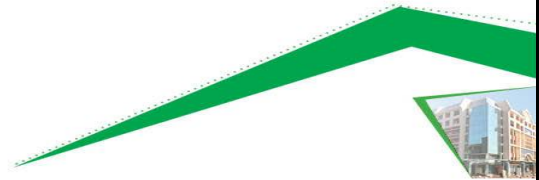
The conditions of tender are the latest edition of SANS 10845-3, Standard conditions of tender. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender.

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.

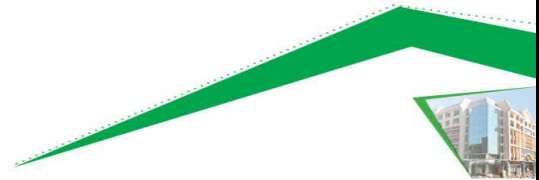
Clause number	Tender Data
3.1	The Employer is Public Works and Infrastructure
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <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 instructions</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 tender documents issued by the employer comprise the documents listed on the contents page
3.4	<p>The employer's agent is:</p> <p>Name: Ms Cebisa Sabata</p> <p>Department of Public Works & Infrastructure</p> <p>No. 1 Creamery Road</p> <p>Kings Park</p> <p>Komani • 5320•</p> <p>Tel: 045 807 6609</p>



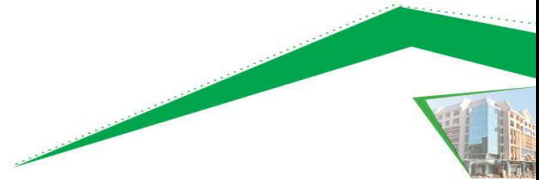
	E-mail: Cebisa.Sabata@ecdpw.gov.za
3.5	The language of communication is English
3.6	The competitive negotiation procedure shall be applied
3.7	Method 2: Two (2) stage procurement procedure shall be applied.
4	Tender's obligations
4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated.
4.1.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade 2SF / 2SF PE OR HIGHER class of work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: a) Every member of the joint venture is registered with the CIDB; b) The lead partner has a contractor grading designation one grade lower than the required CIDB Grade and Class of work ; and c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for CIDB Grade 2SF / 2SF PE OR HIGHER class of work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
4.2	The employer will not compensate the tenderer for any costs incurred in attending meetings, interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tender to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission
4.4	Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.



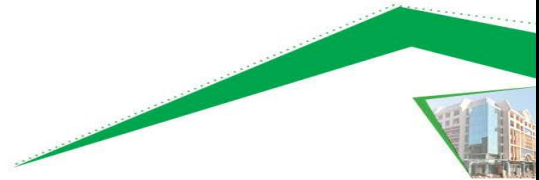
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
4.7	Seek clarification <i>Request clarification of the tender documents, if necessary, by notifying the employer not later than 5 (Five) working days before the closing time and date stated in the tender data.</i>
4.8	Tenderers are required to state the rates and currencies in Rands. 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 tenderer, that are applicable 14 days before the closing time stated in the tender data. 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 except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.
4.9	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.10	Main tender offers are not required to be submitted together with alternative tenders.
4.11	No alternative tender offers will be considered
4.12.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) The parts communicated electronically by the employer or its agents on paper format with the tender.
4.12.2	Sign the original and all copies of the tender offer where required in terms of the tender 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 tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.



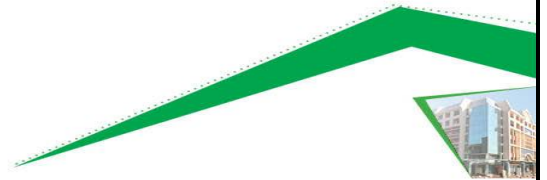
4.12.3	A tender security in the amount of N/A is required and shall remain valid for a period not exceeding N/A days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.12.4	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, GROUND FLOOR, NO. 1 CREAMERY ROAD, OLD CPA BUILDING, KINGS PARK, KOMANI, 5320, LABELLED "BID BOX". Identification details: CHR5-23/24-0017, MAINTENANCE, REPAIRS AND INSTALLATION OF FIRE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, CHRIS HANI REGION FOR A PERIOD OF 12 MONTHS. Closing time and date: 12 APRIL 2024
4.12.5	The tenderer is required to submit with his tender 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 should submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services.</i> 2) CIDB Grading certificate or CRS number.
4.12.6	A two-envelope procedure will not be required.
4.12.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.13	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.14.1	The tender offer validity period is 90 days . Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.



4.14.2	<p>Placing of contractors under restrictions / withdrawal of tenders</p> <p>If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, 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 tenderer/s may be placed under restriction from tendering 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 tenderer.</p>
4.15	Access shall be provided for the following inspections, tests and analysis: N/A
4.16	the preferred tenderer 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
5	Employer's undertakings
5.1	<p>The Employer will respond to requests for clarification received up to Five (5) working days before the tender closing date and time.</p> <p>If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.</p>
5.2	The employer shall issue addenda until Five (5) working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at 11:00am hours.
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
5.5	<p>Determine, after opening and before detailed evaluation, whether each tender offer that was properly received</p> <ul style="list-style-type: none"> a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.



	<p>A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender 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 tenderer's risks and responsibilities under the contract, or</p> <p>f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</p> <p>Reject a non-responsive tender 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 tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.</p>																		
5.7	<p>The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.</p>																		
5.7.1	<p>Table F.1: Formulae for calculating the value of A</p> <table border="1"> <thead> <tr> <th>Formul a</th> <th>Comparison aimed at achieving</th> <th>Option 1^a</th> <th>Option 2^a</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Highest price or discount</td> <td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td> <td>$A = \left(\frac{(P)}{P_m} \right)$</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>$A = \left(\frac{(P_m)}{P} \right)$</td> </tr> <tr> <td>a</td> <td colspan="3"> <p>P_m is the comparative offer of the most favorable comparative offer P is the comparative offer of the tender offer under consideration</p> </td> </tr> </tbody> </table>			Formul a	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = \left(\frac{(P)}{P_m} \right)$	2	Lowest price or percentage commission/ fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = \left(\frac{(P_m)}{P} \right)$	a	<p>P_m is the comparative offer of the most favorable comparative offer P is the comparative offer of the tender offer under consideration</p>		
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5.7.2	<p>The procedure for the evaluation of responsive tenders is Method 2: Price and Preference.</p>																		
	<p>This bid will be evaluated in Two (2) phases as follows:</p> <p>Phase One (1): Compliance, responsiveness to the bid rules and conditions.</p> <p>Phase Two (2): Tenderers passing the above phase will thereafter be evaluated on PPPFA and PPR 2022.</p>																		



PHASE ONE: COMPLIANCE, RESPONSIVENESS TO THE BID RULES AND CONDITIONS:

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

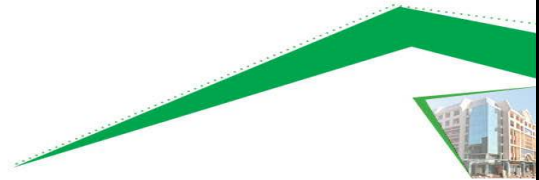
1. Bid Document (This Document must be submitted in its original format)
2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. 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 consortia.
5. Form of offer and Acceptance must be fully completed and signed.
6. SBD 4 - Bidders Disclosure (**SBD 4**) must be duly completed and signed. In the event that 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**.
7. Incomplete or unsigned or poorly completed forms **SBD 4 will lead to a bidder being declared non-responsive.**
8. Compulsory Enterprise Questionnaire (Completed and signed) (JV partners must complete separate Questionnaire forms and submit).
9. Resolution to Sign where applicable must be completed.
10. Only one offer per bidder is allowed and alternative offers will not be considered. If more than one offer is received, none of the offers will be considered.
11. All services must be carried out by person/s registered in accordance with SANS 10139, verifiable proof of registration (**certified copy of certificate or card under SAQCC as a Fire Detection Installer or Commissioner**) must be submitted with this Bid. Tenderer must provide a list of competent registered name/s that will be made available to perform any duties for and on behalf of the Bid on this contract.

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

1. The bidder must be registered on the Central Supplier Database (CSD) prior the award.



2. All bidders' tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD. In cases where the bidder's status is found non-compliant, the bidder will be granted 7 days to correct the status. **A bidder that fails to rectify its tax matters with SARS will be declared non-responsive.**
3. The bidder has duly completed and signed **SBD 1 & 6.1**.
4. Bidders need to complete and sign **SBD 6.1** to claim points for specific goals. **Failure will lead to the non-awarding of points for specific goals.**
5. Bidders shall submit a minimum of two (2) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, and contact person, contact details). This is not an elimination factor, but important for the department to make a decision.
6. Bidders shall submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client. This is not an elimination factor, but important for the department to make a decision.
7. Bidders shall submit their company profiles, list of available resources, plant and machinery, and any other additional capacity with the bid. This is not an elimination factor, but important for the department to make a decision.
8. The bidder shall also list all projects where there are pending litigations or litigations that have been concluded.
9. The Department will contract with the successful bidder by signing a formal contract.
10. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase the commercial risk of the bid and may lead to elimination or passing over of the bidder.
12. If the offer is "Vat Inclusive", the VAT registration number of service provider shall be indicated on SBD 1 and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. 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 the bid offer(s).
13. 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.
14. DPWI Policy applies.
15. Protection of personal information: Consent (POPIA).
16. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. NEC3 Term Service Contract (April 2013)).



PHASE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS

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

Criteria	Points
POINTS ON PRICE	80
SPECIFIC GOALS	20
TOTAL	100

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 out of 80 for price in respect of an invitation for a tender with a rand value equal to or below R50 million, inclusive of all applicable taxes included:

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Rand value of tender under consideration
 P_{min} = Rand value of the lowest acceptable tender

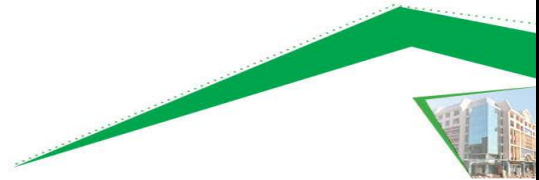
PLEASE NOTE:

1. The bidder has duly completed and signed SBD 6.1. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead to the non-awarding of points for specific goals.
2. Preference points for joint ventures / consortia will be allocated proportionately in terms of the attributes or qualification for the relevant specific goals.
3. The Department intends to award this to the highest point scorer as whole, unless circumstances justifies otherwise.
4. All information will be verified through CSD.

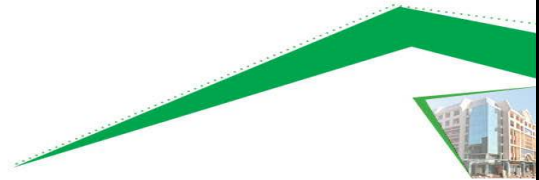
5.7.3 The procedure for the evaluation of responsive tenders is **Method 1 (Administrative, price and preference) N/A**

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

5.7.5 Each evaluation criteria will be assessed in terms of five indicators – **N/A**



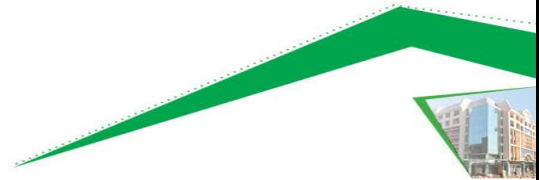
5.7.6	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: N/A
5.8	<p>Other tender conditions:</p> <ul style="list-style-type: none">a) the tenderer is registered on the Central Supplier Database (CSD) prior award for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entityb) the tenderer is in good standing with SARS according to the Central Supplier Database.c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard within 21 days after the appointment.d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender 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.f) the tenderer has not:<ul style="list-style-type: none">i) abused the Employer's Supply Chain Management System; orii) failed to perform on any previous contract and has been given a written notice to this effect.g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;h) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.i) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.j) the tender has offered a market-related. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.k) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.l) The department reserves the right not to award the bid to the most favourable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favourable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.
5.9	The number of paper copies of the signed contract to be provided by the employer is one(1).



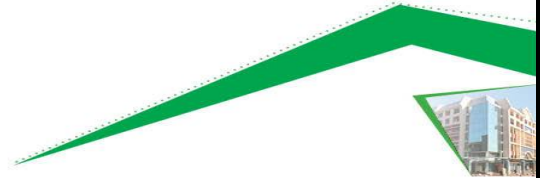
T.2.1	<p>A. List of returnable documents</p>
1	<p>Documentation to demonstrate eligibility to have tenders evaluated i.e. List of all documents to demonstrate eligibility to have a submission evaluated.</p> <ul style="list-style-type: none"> • Appropriate CIDB grading suitable for the works (as stated in 4.1).
2	<p>Returnable Schedules required for tender evaluation purposes The tenderer shall fully and appropriately complete and sign the following returnable schedule as relevant.</p> <ul style="list-style-type: none"> • Record of Addenda to Tender Documents (if applicable). • Compulsory Enterprise Questionnaire (in the case of Joint Venture, separate enterprise questionnaire in respect of each must be completed and submitted). • SBD 1, 4, 6.1 • Protection of personal content: Consent. • Form of Offer and Acceptance. • Complete priced Bill of Materials, including Final Summary. • Certificate of Authority for Joint Venture (where applicable)
3	<p>Other documents required for tender evaluation purposes The tenderer shall provide the following returnable documents:</p> <ul style="list-style-type: none"> • A CSD report for a contractor with valid and correct information. • A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)
4	<p>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract The tenderer must complete the following returnable documents:</p> <ul style="list-style-type: none"> • A duly completed form of Offer and Acceptance.
5	<p>Only authorized signatories may sign the original and all copies of the tender offer where required. In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore,</p> <p>In the case of a joint venture or consortium, at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.</p>



	<p>In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.</p> <p>No authority to sign is required from a company or close corporation or partnership which has only one director or member.</p> <p>In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.</p> <p><u>Accept that failure to submit proof of authorization to sign (where applicable), will result in the tender offer being regarded as non-responsive.</u></p>
6	<p>Information and data to be completed in all respects Accept that tender 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 of additional information by tenderers The Tenderer 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 tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
8	<p>Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person -</p> <ul style="list-style-type: none">a) Who is in the service of the state; orb) 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; orc) 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> <ul style="list-style-type: none">a) A member of: -<ul style="list-style-type: none">a) Any municipal council;b) Any provincial legislature; orc) The National Assembly or the National Council of Provinces;b) A member of the board of directors of any municipal entity;c) An official of any Department or municipal entity;d) An employee of any national or provincial department;e) Provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);



	<p>f) A member of the accounting authority of any national or provincial public entity; or g) An employee of Parliament or a provincial legislature.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender 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 the following:</p> <p>a) The name of that person; b) The capacity in which that person is in the service of the state; and c) The amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
10	<p>Respond to requests from the tenderer</p> <p>The employer will respond to requests for clarification up to 5 (five) working days before the tender closing time.</p>
11	<p>Opening of tender submissions</p> <p>Tenders will be opened immediately after the closing time and date for tenders</p>
12	<p>Scoring quality / functionality: N/A</p>
13	<p>Cancellation and re-invitation of tenders</p> <p>An organ of state may, prior to the award of the tender, cancel the tender if-</p> <p>(a) Due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) Funds are no longer available to cover the total envisaged expenditure; or (c) No acceptable tenders are received. (d) Tender validity period has expired.</p> <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
14	<p>Dispute resolution mechanism will be done through the Litigation route.</p>



15	The department must when be acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations 2017 do not prevent an institution from instituting remedies arising from any other prescripts or contract.
16	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the 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.



PART T2 RETURNABLE DOCUMENTS



T2.1 List of Returnable Documents

The tenderer shall complete the following returnable documents:

1 Returnable Schedules required for quotation evaluation purposes

- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)

2 Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Complete Priced Bills of Quantities and Final Summary (Bills of Quantities)

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
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- Project References – at least 2
- SBD 1, 4, 6.1
- Protection of personal content: Consent



PART A - INVITATION TO BID

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

BID NUMBER:	CHR5-23/24-0017	CLOSING DATE:	12 APRIL 2024	CLOSING TIME:	11:00
DESCRIPTION:	MAINTENANCE, REPAIRS AND INSTALLATION OF FIRE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, CHRIS HANI REGION FOR A PERIOD OF 12 MONTHS.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Department of Public Works and Infrastructure, No.1 Creamery Road, Kings Park, Komani, 5320

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Ms B. Mshede	CONTACT PERSON	Ms C. Sabata
TELEPHONE NUMBER	045 807 6663 /083 281 1298	TELEPHONE NUMBER	045 807 6609
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Babalwa.Mshede@ecdpw.gov.za	E-MAIL ADDRESS	Cebisa.Sabata@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

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX: <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX: <input type="checkbox"/> Yes <input type="checkbox"/> No
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[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO



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

PART B - TERMS AND CONDITIONS FOR BIDDING

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, NEC3 TERM SERVICE CONTRACT (TSC) 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 (NEC3).**

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 WILL RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority where applicable 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 tender and be attached as a tender requirement.

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

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) 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,



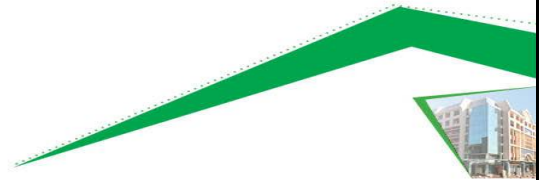
control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption; iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position



SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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.

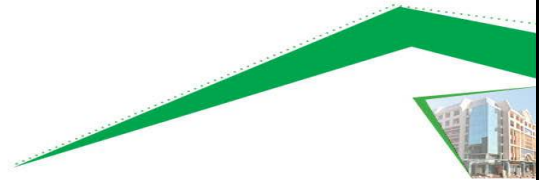
Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:
.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

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.*



2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

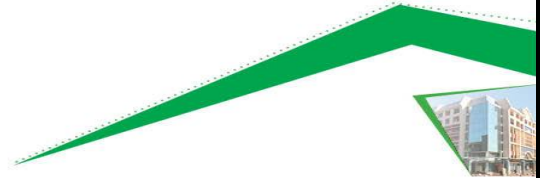
I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 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.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

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.*



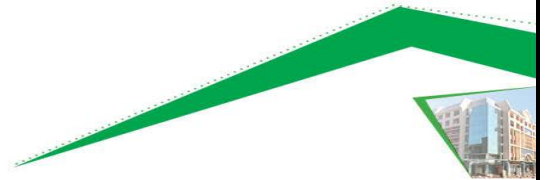
COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
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 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. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

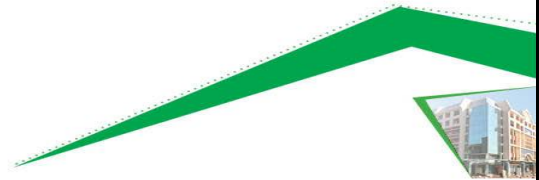
Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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



80/20

or

90/10

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

or

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individual:-		
(a) 100% black ownership	6	
(b) 51% to 99% black ownership	4	



	(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	4	
	(b) Less than 20% disabled people ownership	0	
Locality:-			
	(a) Within the Eastern Cape	2	
	(b) Outside the Eastern Cape	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

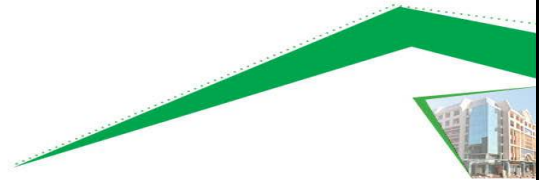
4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]



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

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

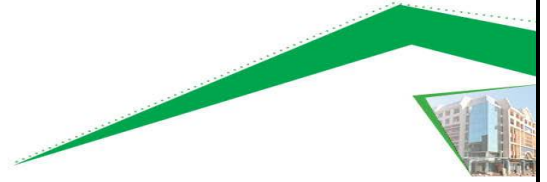
SURNAME AND NAME:.....

DATE:

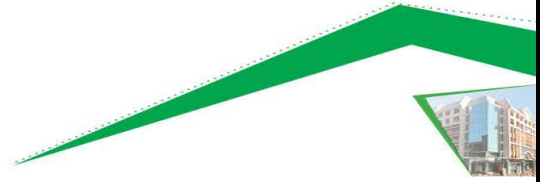
ADDRESS:

.....

.....



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



***VALID CIDB CERTIFICATE OF A TENDERER
(ATTACH HERE) OR INDICATE CIDB CRS NUMBER***



PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion. As part of its business activities, the Department of Public Works and Infrastructure obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Public Works and Infrastructure from time to time. The Department of Public Works and Infrastructure confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

The Department of Public Works and Infrastructure hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Not unless directed to do so by an order of court, the Department of Public Works and Infrastructure does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and be seized with information of a personal nature pertaining to the Department of Public Works and Infrastructure. Some of the information may because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the Department of Public Works and Infrastructure requires that Bidders which receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

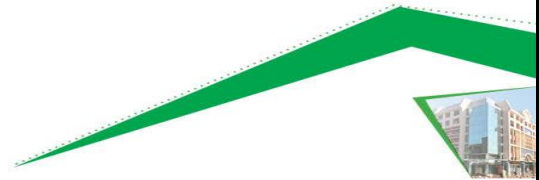
AGREEMENT

1. The Department of Public Works and Infrastructure and the Bidder (the Parties) agree and undertake that upon obtaining and

having access to personal information relating to either of them, they shall always ensure that:

- a) They process the information only for the express purpose for which it was obtained.
- b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
- c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
- d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
- e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
- f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.

2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.



3. Bidder's Obligations

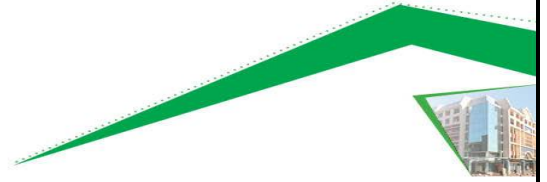
- a) The Bidder is required to notify the Information Officer of Department of Public Works and Infrastructure, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Department of Public Works and Infrastructure's personal information.
- b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
- c) The Bidder shall be required to provide the Department of Public Works and Infrastructure with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
- d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of Department of Public Works and Infrastructure.

On behalf of the Bidder:

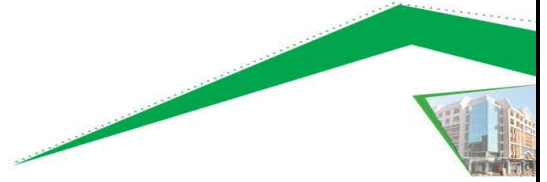
..... Signature Date
..... Position Name of the Bidder

On behalf of the Client:

..... Signature Date
..... Position Name of Client Representative

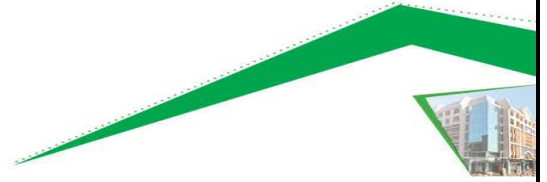


THE CONTRACT

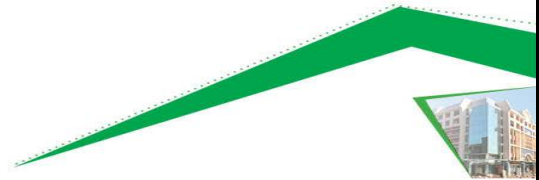


PART C1

AGREEMENTS AND CONTRACT DATA



PART C1.1: FORM OF OFFER AND ACCEPTANCE



Annex C
(normative)
FORM OF OFFER AND ACCEPTANCE

Project Title	MAINTENANCE, REPAIRS AND INSTALLATION OF FIRE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS.
SCMU Number	CHR5-23/24-0017

OFFER

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

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

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

THE 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 tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature

Name

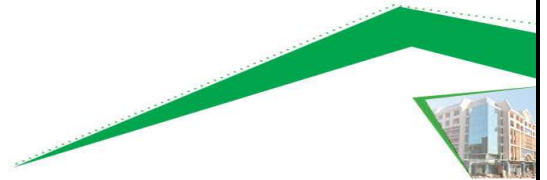
Capacity

for the tenderer

(Name and address of organization)

Name and signature

of witness Date



ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 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 tender 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 tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer 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.

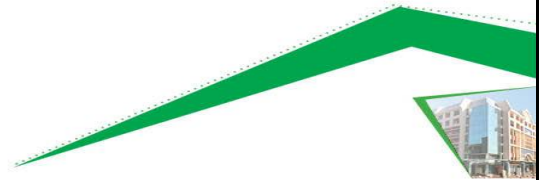
Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt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

Deviations from and amendments to the documents listed in the tender 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 tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer 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 tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.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 authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

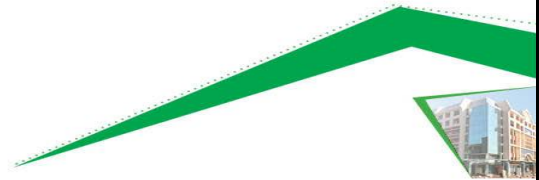
It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender/ quotation documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the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

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

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the



employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.



A

RECORD OF ADDENDA TO BID DOCUMENTS

Project Title	MAINTENANCE, REPAIRS AND INSTALLATION OF FIRE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, CHRIS HANI REGION FOR A PERIOD OF 12 MONTHS.
----------------------	--

SCMU Number	CHR5-23/24-0017
--------------------	------------------------

I / We confirm that the following communications received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this 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.

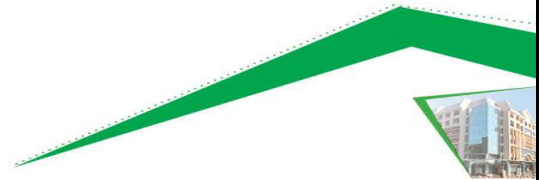
Signed _____

Date _____

Name _____

Position _____

Tenderer



B

PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Tenderer'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 INSTALLATION OF FIRE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, CHRIS HANI REGION FOR A PERIOD OF 12 MONTHS.
SCMU Number	CHR5-23/24-0017

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

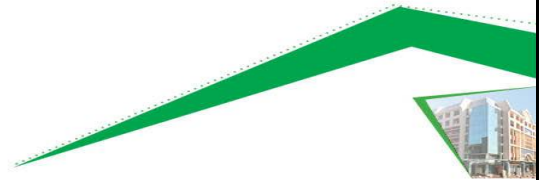
Signed _____

Date _____

Name _____

Position _____

Enterprise Name _____



C

RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

“By resolution of the board of directors passed at a meeting held on _____
Mr/Ms _____, whose signature appears below, has been duly authorised to
sign all documents in connection with the tender 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: _____

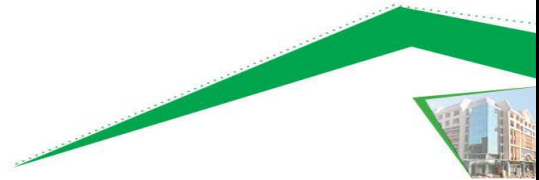
DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES

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

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 tender offer in Joint Venture and hereby authorize Mr/Ms , authorized signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

Project Title	MAINTENANCE, REPAIRS AND INSTALLATION OF FIRE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, CHRIS HANI REGION FOR A PERIOD OF 12 MONTHS.
----------------------	--

SCMU Number	CHR5-23/24-0017
--------------------	------------------------

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



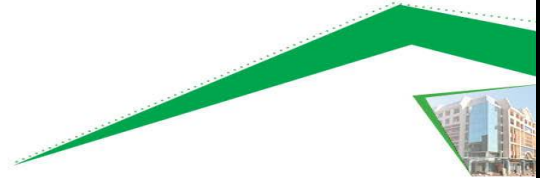
F

CAPACITY OF THE BIDDER

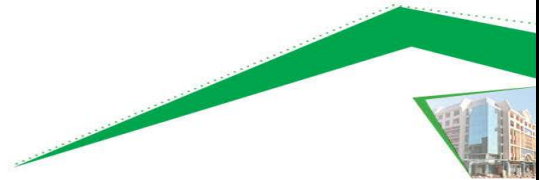
Project Title	MAINTENANCE, REPAIRS AND INSTALLATION OF FIRE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, CHRIS HANI REGION FOR A PERIOD OF 12 MONTHS.
SCMU Number	CHR5-23/24-0017
<p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.) <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	N/A	N/A
	Project Manager	N/A	N/A
	Foreman	N/A	N/A
	Quality Control & Safety Officer- Construction Supervisor	N/A	N/A
	Artisans	N/A	N/A
	Unskilled employees	N/A	N/A
	Others	N/A	N/A

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 tenderer 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

Tenderers must submit a max one-page description of at least three projects successfully completed.

Attach a Completion Certificate for each of the project provided.

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 tenderer’s team members were contracted.
 - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

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

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer 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

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist). **Attach an Appointment letter for each of the project provided.**

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 if this is different, the period during which the tenderer's team members were contracted.
- 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

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

Attach a separate page to address this issue (the above table is just for reference purposes).

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

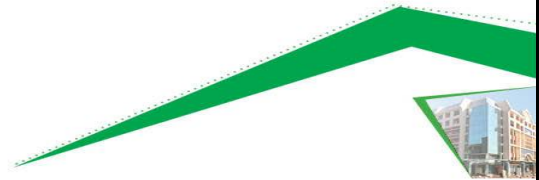
Signed.....

Date.....

Name.....

Position.....

Enterprise name.....



|

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

(Any other client's tender must also be included)

BID NO. / PROJECT NUMBER	NAME OF PROJECT.	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN RANDBS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1.					
2.					
3.					

If there are more projects, attach a separate page to address this issue (the above table is just for reference.

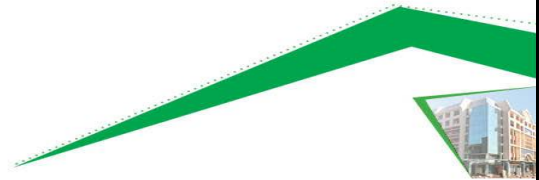
Signed.....

Date.....

Name.....

Position.....

Enterprise name.....



J

SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (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 favor the award, if any, was made.

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

Signed.....

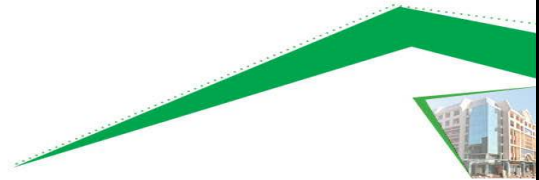
Date.....

Name.....

Position.....

Tenderer Name

.....



K
Project Reference Forms – 1

Project Title	MAINTENANCE, REPAIRS AND INSTALLATION OF FIRE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, CHRIS HANI REGION FOR A PERIOD OF 12 MONTHS.
SCMU Number	CHR5-23/24-0017

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

I, _____ (name and surname) of _____ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):

Project name: _____

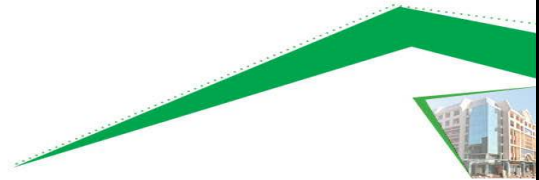
Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

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

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



--	--

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2024.

COMPANY STAMP

NOTE:

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

Name of Tenderer

Signature of Tenderer

Date



Project Reference Forms – 2

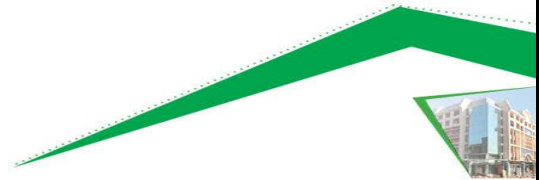
Project Title	MAINTENANCE, REPAIRS AND INSTALLATION OF FIRE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, CHRIS HANI REGION FOR A PERIOD OF 12 MONTHS.
SCMU Number	CHR5-23/24-0017

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

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

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

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



B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2024.

COMPANY STAMP

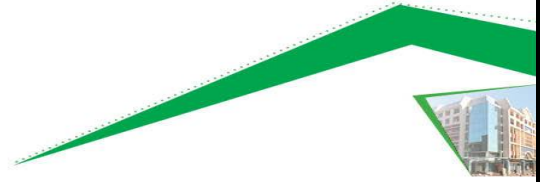
NOTE:

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

 Name of Tenderer

 Signature of Tenderer

 Date



PART C1.2: CONTRACT DATA



CONTRACT DATA
For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES
NEC3 TERM SERVICE CONTRACT (TSC)

A. PROJECT INFORMATION

A1.0 Works [1.1]

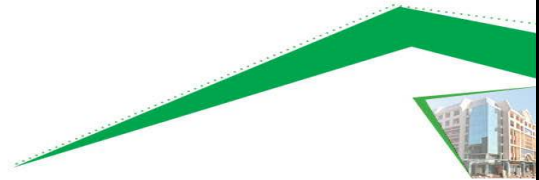
Project name	MAINTENANCE, REPAIRS AND INSTALLATION OF FIRE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS.
Reference number	CHR5-23/24-0017
Works description	Refer to document C3 – Scope of Work

A2.0 Site [1.1]

Erf / stand number	Refer to document C4 – Site Information
Municipal Areas	Emalahleni, Intsika Yethu, Enoch Mgijima, Engcobo, Sakhisizwe, Tsolwana, Hofmeyr, Middleburg Municipalities
Site address	Refer to document C4 – Site Information
Local authority	Chris Hani District

A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Eastern Cape Department of Public Works and Infrastructure		
Business registration number	N/A		
VAT/GST number	N/A		
Country	South Africa		
Employer's representative: Name	Cebisa Sabata		
Email	Cebisa.Sabata@ecdpw.gov.za		
Mobile Number		Telephone Number	0458076609



Postal Address	Private Bag x7114	Queenstown	5320
Physical Address	No. 1 creamery Road, Kings Park	Queenstown	5320

A4.0 Agent [1.1]

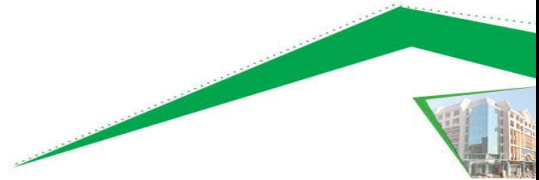
Discipline	Project Manager		
Name			
Legal entity of above		Contact person	
Practice Number		Telephone Number	
		Mobile Number	
Country		E-Mail	
Postal Address	Private Bag x7114	Queenstown	5320
Physical Address	No. 1 creamery Road, Kings Park	Queenstown	5320

A5.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice Number		Telephone Number	
		Mobile Number	
Country		E-Mail	
Postal Address			
Physical Address			

A6.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice Number		Telephone Number	



		Mobile Number	
Country		E-Mail	
Postal Address			
Physical Address			

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work (Sixth Edition) as amended
---	--

B 2.0 Law, regulations and notices [2.0]

Law applicable to the works , state country [2.1]	Republic of South Africa
---	---------------------------------

B 3.0 Offer and acceptance [3.0]

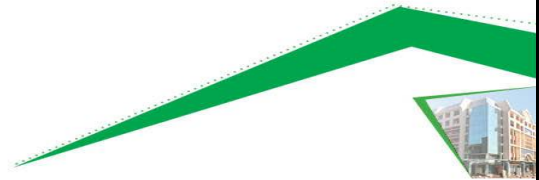
Currency applicable to this agreement [3.2]	South African Rand
--	---------------------------

B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom
Number of copies of construction information issued to the contractor at no cost [5.6]	Three (3)

Documents comprising the agreement	Page numbers
NEC 3 TERM SERVICE CONTRACT (TSC)	1 to 19
NEC 3 TERM SERVICE CONTRACT (TSC)	1 to 11
NEC 3 TERM SERVICE CONTRACT (TSC)	1 to 7

Contract drawings – description	Number	Revision	Date



B 5.0 Employer's Agents [6.0]

Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific aspects of the **works** [5.2]

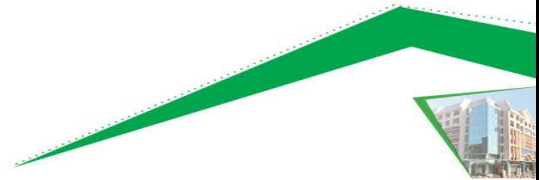
Principal Agent

Principal agent's and **agents'** interest or involvement in the **works** other than a professional interest [5.3]

None

B 6.0 Insurances [10.0]

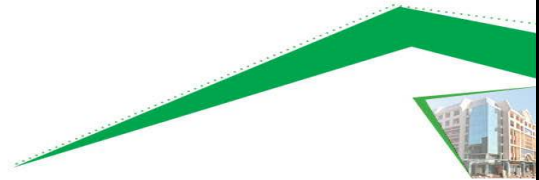
Insurances by employer		Amount including tax	Deductible amount including tax
Yes / No:	No		
Contract works insurance:			
	New works [18.2.1] (contract sum or amount)		
or	Works with practical completion in sections [8.2.1] (contract sum or amount		
or	Works with alterations and additions [8.2.1] (reinstatement value of existing structures with or including new works)		
	Direct contractors [13.0] where applicable, to be included in the contract works insurance		X
	Free issue [10.1.12] where applicable, to be included in the contract works insurance		X
	Escalation, professional fees and reinstatement costs if not included above		X



			XXXXXXXXXX	
Total of the above contract works insurance amount				
Supplementary insurance [8.2.2]				
Public liability insurance [8.2.3]				
Removal of lateral support insurance [8.2.4] Other insurances [8.2.5]				
Yes/ No?	No	If yes, description 1		
Yes/ No?	No	If yes, description 2		

and/or

Insurances by Contractor		Amount including tax	Deductible amount including tax
Yes / No:	No		
	New works [10.1.1] (Contract sum or amount)	N/A	N/A
or	Works with practical completion in sections [10.2] (contract sum or amount)	N/A	N/A
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)	To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Escalation, professional fees and reinstatement costs if not included above	N/A	
Supplementary insurance [10.1.2; 10.2]		To the minimum value of the	



			contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]			R60 million	With a deductible not exceeding 5% of each and every claim
Public liability insurance [10.1.3; 10.2]			R5 million	
Removal of lateral support insurance [10.1.4; 10.2]			No	
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Yes/ No?	No	If yes, description 2		

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes / No?	No
If yes, description			
Restriction of working hours [12.1.2]		Yes / No?	No
If yes, description	The completion of the project is urgent, and work shall be executed during normal working hours i.e. 7h00 until 17h00 daily including weekends. Work required to be executed outside of these hours must be arranged with the Project Manager, in advance.		
Natural features and known services to be preserved by the contractor [12.1.3]		Yes / No?	No
If yes, description			
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes / No?	No
If yes, description			
Supply of free issue [12.1.10]		Yes / No?	No



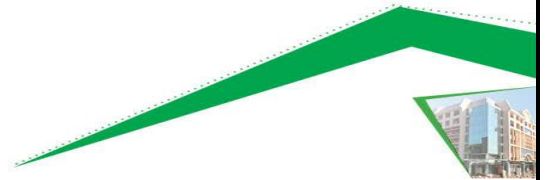
If yes, description	
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B 8.0 Nominated subcontractors [14.0]

Yes / No?	No	If yes, description of specialisation
		Specialisation 1
		Specialisation 2
		Specialisation 3
		Specialisation 4
		Specialisation 5
		Specialisation 6
		Specialisation 7

B 9.0 Selected subcontractors [15.0]

Yes / No?	No	If yes, description of specialisation
		Specialisation 1
		Specialisation 2
		Specialisation 3
		Specialisation 4
		Specialisation 5
		Specialisation 6
		Specialisation 7
		Specialisation 8
		Specialisation 9



B 10.0 Direct contractors [16.0]

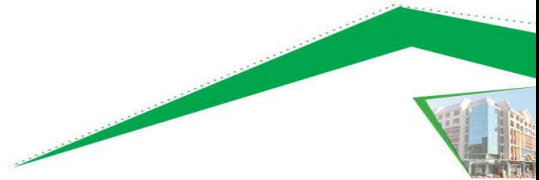
Yes / No?	No	If yes, description of extent of work
		Extent of work [12.1.11]
		Extent of work [12.1.11]
		Extent of work [12.1.11]
		Extent of work [12.1.11]
		Extent of work [12.1.11]

B 11.0 Description of sections [20.1]

Section 1	N/A
Section 2	N/A
Section 3	N/A
Section 4	N/A
Section 5	N/A
Section 6	N/A
Section 7	N/A

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

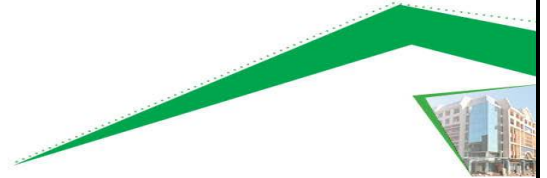
Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
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	X	working days	Period in months	Penalty amount per calendar day (excl. tax)
	X	10 Working days	5 (Calendar) Project as whole	5 (Calendar) Project as whole

or where sections are applicable

Practical completion of a section of the works	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
	X	working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1	X			
Section 2	X			
Section 3	X			
Section 4	X			
Section 5	X			
Section 6	X			



Section 7	X			
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Criteria to achieve practical completion not covered in the definition of practical completion
No further Criteria

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]	Yes / No?	Yes
If yes, description of applicable Elements	All works	

B 14.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	30th		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes / No?	No	
If yes, method to calculate			
Employer shall pay the contractor within: [25.10]	Thirty (30) calendar days		

B 15.0 Dispute resolution [30.0]

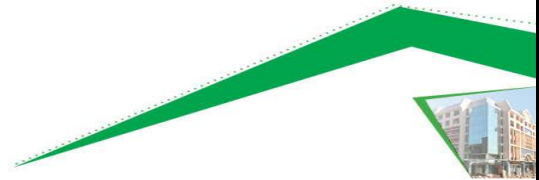
Adjudication [30.6.1; 30.10] Name of nominating body	Refer to Part C1.3 Dispute Resolution Mechanism	
Applicable rules for adjudication [30.6.2]	Adjudication in accordance with the CIDB adjudication process	
Arbitration [30.7.4; 30.10] If Yes, name of nominating body *If No, then dispute will be referred to litigation	Yes / No?	No
Applicable rules for arbitration [30.7.5]	N/A	



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B 16.0 NEC3 General Preliminaries – selections

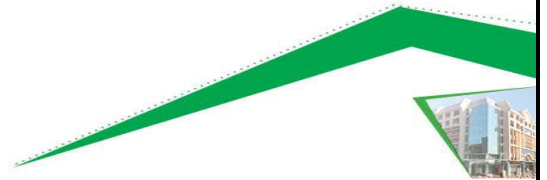
Provisional bills of quantities [B2.2]	Yes / No?	Yes	
Availability of construction information – is the construction information complete? [B2.3]	Yes / No?	Yes	
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]	N/A		
Previous work - defects - details of previous contract(s) [B3.2]	N/A		
Inspection of adjoining properties - details [B3.3]	N/A		
Handover of site in stages - specific requirements [B4.1]	Refer to B11 (Contract Data)		
Enclosure of the works - specific requirements [B4.2]	Hoarding to working areas.		
Geotechnical and other investigations - specific requirements [B4.3]	N/A		
Existing premises occupied - details [B4.5]	Working Areas will not be occupied		
Services - known - specific requirements [B4.6]	No		
Water [B8.1]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Electricity [B8.2]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
	By contractor	Yes / No?	Yes



Ablution and welfare facilities [B8.3]			
	By employer	Yes / No?	No
Communication facilities - specific requirements [B8.4]		No specific requirements	
Protection of the works - specific requirements [B11.1]		No specific requirements	
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]		No specific requirements	
Disturbance - specific requirements [B11.5]		No specific requirements	
Environmental disturbance - specific requirements [B11.6]		No specific requirements	

B 17.0 Changes made to NEC3 documentation

Reference may be made to other documents forming part of this agreement
<p>1.1 Definitions</p> <p>AGREEMENT: The completed Form of Offer and Acceptance, the completed NEC 3 TERM SERVICE CONTRACT and any other documents reduced to writing and signed by the authorised representatives of the parties.</p> <p>CONSTRUCTION PERIOD: The period commencing on the date of possession of the site by the contractor and ending on the date of practical completion.</p> <p>CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information.</p> <p>INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing by the State</p>



PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a principal agent not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: "... due to no fault of the **contractor**"

10.0 Insurances

Add the following as 10.1.5.1:

Hi risk Insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.1.5.1.1 Damage to the works

The contractor shall, from the date of possession of the **site** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of



the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.1.5.1.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

11.0 Securities

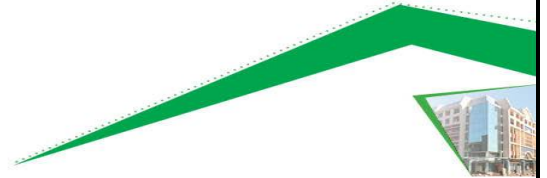
Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the works executed on

Site

12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:



Give possession of the **site** to the **contractor** within ten (10) **working days** of the contractor complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

19.0 Practical Completion

19.5: Delete the words “subject to the **contractor’s** lien or right of continuing possession of the **works** where this has not been waived”

21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The ninety (90) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

25.0 Payment

25.7.5: Not applicable

25.10: Delete the words “and/or **compensatory interest**”

25.14.2: Not applicable

27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

29.0 Termination

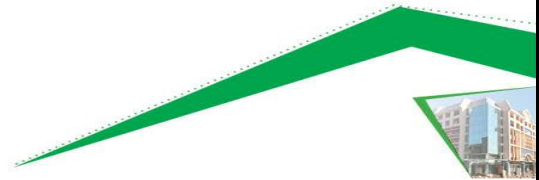
Add the following after 29.1.3: or where ...

29.1.4: The **contractor’s** estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5: The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract

C TENDERER’S SELECTIONS

C 1.0 Security [11.0]



Guarantee for construction: Select Option A or B	Option:	
---	----------------	--

Option A	Payment reduction of 10% of the value certified in the payment certificate
----------	---

Option B	Fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate
----------	---

Guarantee for payment by employer [11.5.1; 11.10]	Not Applicable
--	----------------

Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not Applicable
---	----------------

C 2.0 Contractor's annual holiday periods during the construction period

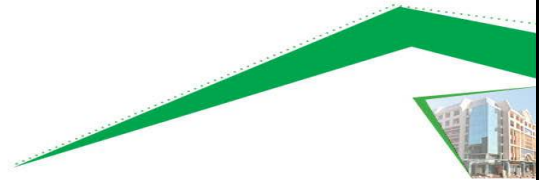
Year 1 contractor's annual holiday period	start date		End Date	
Year 2 contractor's annual holiday period	start date		End Date	
Year 3 contractor's annual holiday period	start date		End Date	

C 3.0 Payment of preliminaries [25.0]

Contractor's selection: Select Option A or B	Option:	
---	----------------	--

Where the contractor does not select an option, Option A shall apply
--

Payment methods



Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
----------	--

Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works
----------	--

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

C 4.0 Adjustment of preliminaries [26.9.4]

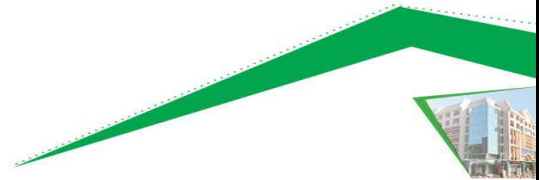
Contractor's selection: Select Option A or B	Option:	
---	----------------	--

Where the contractor does not select an option, Option A shall apply

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in sections **is** required, the **contractor** shall provide an apportionment of **preliminaries** per **section**

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
----------	---



Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme
----------	--

Adjustment Methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	<p>The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required</p> <p>Fixed - An amount which shall not be varied</p> <p>Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p>
----------	--

Option B	<p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred</p>
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Failure to provide particulars within the period stated

	Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:
--	--



Option A	Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%) Where the apportionment of the preliminaries per section is not provided, the categorized amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent
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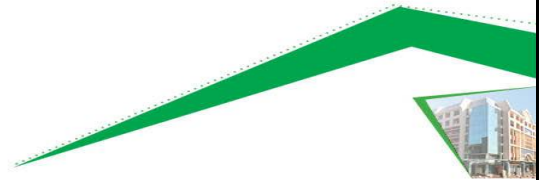
Option B	Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply
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Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) Of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.



PART C1.3: DISPUTE RESOLUTION MECHANISM



C1.3 CIDB ADJUDICATOR’S AGREEMENT

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

Disputes or differences may arise/have arisen* between the Parties under a Contract dated
 and known as
 and these disputes or differences shall be/have been* referred to adjudication in accordance with the
 CIDB Adjudication Procedure, (hereinafter called “the Procedure”) and the Adjudicator may be or has
 been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

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

SIGNED by:

SIGNED by:

SIGNED by:

Name: _____

Name: _____

Name: _____

who warrants that he / she is
 duly authorized to sign for
 and on behalf of the first
 Party in the presence of

who warrants that he / she is
 duly authorized to sign for
 and behalf of the second
 Party in the presence of

the Adjudicator in the
 presence of

Witness
 Name: _____

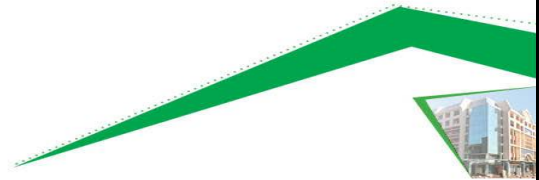
Witness:
 Name: _____

Witness:
 Name: _____

Address: _____

Address: _____

Address: _____



Date: _____ Date: _____ Date: _____

Contract Data

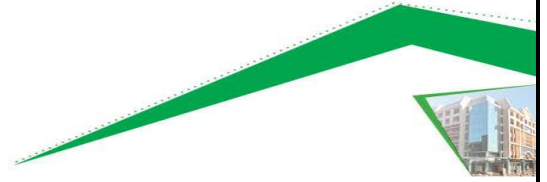
1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
	The Adjudicator shall be paid an appointment fee of R This fee shall become payable in equal amounts by each Party within days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
	The Adjudicator is/is not* currently registered for VAT.
	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
	All payments, other than the appointment fee (item 3) shall become due in 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary



CONSTRUCTION HEALTH AND SAFETY

**THE AWARDED TENDERER TO COMPLY WITH ALL
OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS.**



PART C2 PRICING DATA



PART C2.1: PRICING INSTRUCTIONS

C2.1 Pricing Instructions

1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:

- a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
- b) Mechanical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Mechanical Engineering Works.
- c) Electrical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Electrical Engineering Works.

2 The agreement is based on the NEC 3 Term Service Contract (TSC), prepared by the Joint Building Contracts Committee, The additions, deletions and alterations to NEC 3 (TSC) as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

3 Preliminary and general requirements are based on the [preliminaries for the use of NEC 3 Term Service Contract \(TSC\)](#). Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

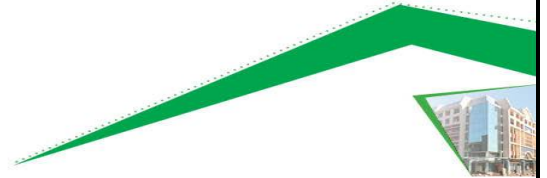
4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).

5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.

6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

7 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.0" is obtainable on the Department's website (<http://www.publicworks.gov.za/> under "Consultants Guidelines"), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0" is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document

8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")



9 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities

10 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.

11 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.

12 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 11 but taking into account the revised period for completing the works.

13 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:

- a) an amount which is not to be varied, namely Fixed (F)
- b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
- c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

14 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 13 apply or where no selection is made, the adjustments shall be based on the following breakdown:

- a) 10 percent is Fixed
- b) 15 percent is Value Related
- c) 75 percent is Time Related

15 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

16 The tender price must include Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

17. The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)", and yearly pronounced increases for duration of contract. (Currently R 23.19 for each ordinary hour worked).



C.2.2 PRICING SCHEDULE

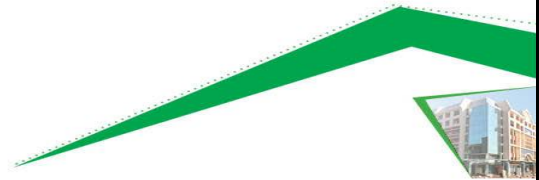
Project title:	MAINTENANCE, REPAIRS AND INSTALLATION OF FIRE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, CHRIS HANI REGION FOR A PERIOD OF 12 MONTHS.
Tender No:	CHR5-23/24-0017

1. BILL OF QUANTITIES

The **bill of quantities** forms part of and must be read with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications and all other relevant documentation.

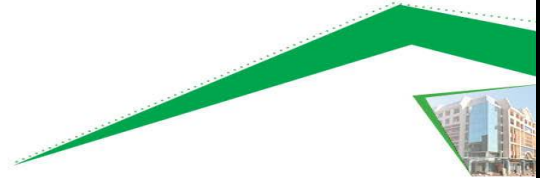
2. VALUE ADDED TAX

The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bill of quantities** must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.



PRELIMINARIES AND GENERAL

BILL NO. 1: PRELIMINARIES					
IT E M	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	<u>PRELIMINARIES AND GENERAL</u>				
1.1	Compliance with NEC3t: 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 .2	Time related	Sum	1		
1.2	Tools and equipment, Communication, transport and accommodation.				
1.2 .1	Fixed	Sum	1		
1.2 .2	Value related	Sum	1		
1.2 .3	Time related	Sum	1		
1.3	Provision of drawings and manuals for new replacement equipment and as may be requested by the Engineer.	Sum	1		
1.4	Health and safety plan				
	Fixed	Sum	1		
	Value related	Sum	1		
	Time related	Sum	1		
Total Bill No.1 carried forward to Final Summary					



BILL NO 1 PRELIMINARIES AND GENERAL

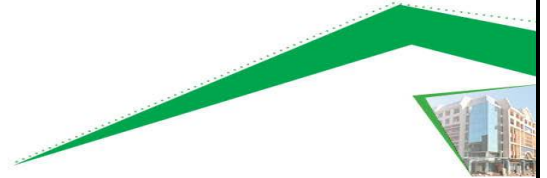
Project title:	MAINTENANCE, REPAIRS AND INSTALLATION OF FIRE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, CHRIS HANI REGION FOR A PERIOD OF 12 MONTHS.
Tender No:	CHR5-23/24-0017

BILL NO 1: PRELIMINARIES AND GENERAL

ITEM	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
1,2,0	<u>TIME-RELATED ITEMS</u>				
1,2,1	Contractual Requirements	month	12		
1,2,3	Operate and maintain facilities on Site	month	12		
1,2,4	Facilities for Contractor for duration of service	month	12		
	a) Offices and storage sheds	month	12		
	b) Workshops	month	12		
	c) Living accommodation	month	12		
	d) Ablution and latrine facilities	month	12		
	e) Water Supplies, electric power and communication	month	12		
1,2,5	Supervision	month	12		
1,2,6	Other time-related obligations	month	12		
	heads, mark-up, charges and profit in respect of the obtaining, coordinating and supervision of a specialist subcontractor for specialized activities to be executed under this programme.	Sum			
Total Bill No.1 Carried to the final summary					R



EMALAHLENI MUNICIPAL AREA



BILL NO. 2	SERVICING, SUPPLY AND REPAIR OF FIRE EQUIPMENT, FIRE HOSE REELS AND HYDRANTS IN ALL GOVERNMENT BUILDINGS AND HOUSES IN EMALAHLENI AREA: DoE Offices & Exam Centre, DoSD, DRDAR, Resource Centre & Old DRDAR, 6 Residential Houses				
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Note : All equipment must comply with S.A.B.S. minimum standards and specifications				
	Sectional Summary No.1				
	FIRE PROTECTION SERVICES				
	Repairs and servicing to existing				
	SERVICING (RATE FOR SERVICING ONLY TO INCLUDE MATERIAL, LABOUR AND PROFIT)				
1	Servicing Hose reels	No	17		
2	Servicing 4,5KG Dry Chemical Powder fire extinguishers	No.	28		
3	Servicing 9KG Dry Chemical Powder fire extinguishers	No.	3		
4	Servicing 2KG CO ₂ fire extinguishers	No.	2		
5	Servicing 5KG CO ₂ fire extinguishers	No.	13		
6	Servicing pillar post hydrants	No.	4		
7	Servicing fire panels	No.	2		
8	Servicing smoke detectors	No.	240		
9	Servicing Sounders	No.	40		
10	Servicing Fire suppression system	No.	2		
11	Heat Detectors	No.	6		

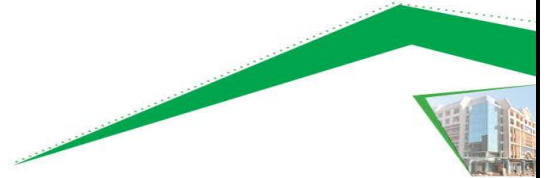


	TOTAL SECTIONAL SUMMARY NO. 1				
	<u>Supply and Install New</u>				
ITEM	DESCRIPTION	UNIT	QUANTITY	Rate	AMOUNT
	SECTIONAL SUMMARY NO.2				
12	Fire extinguisher signs SABS approved (supply and install)	No.	3		
13	Evacuation Chairs(installation only)	No.	3		
14	Permanent Staff training and certificates of Fire Marshals	No.	15		
	TOTAL SECTIONAL SUMMARY NO. 2				
	<u>BILL NO.2</u>				
	TOTAL SECTIONAL SUMMARY NO.1				
	TOTAL SECTIONAL SUMMARY NO. 2				
	<u>TOTAL BILL NO.2 CARRIED FORWARD TO FINAL SUMMARY</u>				
	<u>Note: All bidders must be registered in terms of S.A.N.S. 1475</u> All technicians must be <u>S.A.Q.C.C.</u> accredited				

NOTE: IF THE CONTRACT VALUE GETS DEPLETED, THE CONTRACT WILL THEN BE DEEMED AS EXPIRED.



ENGOBO MUNICIPAL AREA

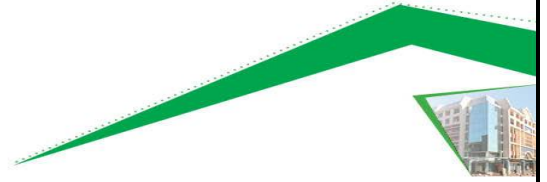


BILL NO. 3	SERVICING, SUPPLY AND REPAIR OF FIRE EQUIPMENT, FIRE HOSE REELS AND HYDRANTS IN ALL GOVERNMENT BUILDINGS AND HOUSES IN ENGCOBO: DoSD, DoE Exam Centre & Prefabs, Resource Centre, Traffic, DRDAR, Coghlain DoSD, & Residential Houses				
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Note : All equipment must comply with S.A.B.S. minimum standards and specifications				
	SECTIONAL SUMMARY NO. 1				
	<u>FIRE PROTECTION SERVICES</u>				
	<u>Repairs and servicing to existing</u>				
	<u>SERVICING(RATE FOR SERVICING ONLY TO INCLUDE MATERIAL, LABOUR AND PROFIT)</u>				
1	Servicing Hose reels	No	5		
2	Servicing 4,5KG Dry Chemical Powder fire extinguishers	No.	41		
3	Servicing 9KG Dry Chemical Powder fire extinguishers	No.	9		
4	Servicing 5KG CO ₂ fire extinguishers	No.	12		
5	Servicing fire panels	No.	1		
6	Servicing smoke detectors	No.	32		
7	Servicing Sounders	No.	3		
8	Fire Points	No.	5		
	TOTAL SECTIONAL SUMMARY NO. 1				
ITEM	DESCRIPTION	UNIT	QUANTITY	Rate	AMOUNT
	SECTIONAL SUMMARY NO. 2				
1	Staff training and certificates	No.	15		
	TOTAL SECTIONAL SUMMARY NO. 2				

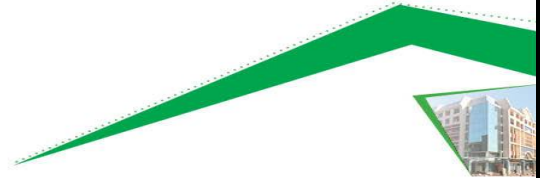


	<p><u>BILL NO. 3</u></p> <p>TOTAL SECTIONAL SUMMARY NO. 1</p> <p>TOTAL SECTIONAL SUMMARY NO. 2</p>					
	<p><u>TOTAL BILL NO. 3 CARRIED FORWAD TO FINAL SUMMARY</u></p>					
	<p><u>Note: All bidders must be registered in terms of S.A.N.S. 1475</u> <u>All technicians must be S.A.Q.C.C. accredited</u></p>					

NOTE: IF THE CONTRACT VALUE GETS DEPLETED, THE CONTRACT WILL THEN BE DEEMED AS EXPIRED.



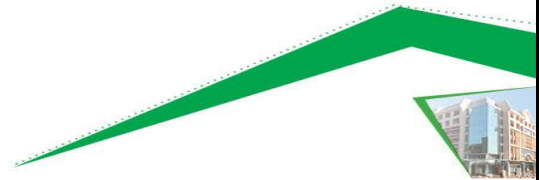
ENOCH MGJIMA MUNICIPAL AREA



BILL NO. 4	<u>SERVICING, SUPPLY AND REPAIR OF FIRE EXTINGUISHERS, FIRE HOSE REELS AND HYDRANTS IN ALL GOVERNMENT BUILDINGS AND HOUSES IN ENOCH MGIJIMA AREA: Komani Office Park, Ezibeleni, Phase 2, Residential, DSRAC, Melton Gardens and Whittlesea</u>				
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Note : All equipment must comply with S.A.B.S. minimum standards and specifications				
	SECTIONAL SUMMARY NO. 1				
	<u>FIRE PROTECTION SERVICES</u>				
	<u>Repairs and servicing to existing</u>				
	<u>SERVICING(RATE FOR SERVICING ONLY TO INCLUDE MATERIAL, LABOUR AND PROFIT)</u>				
1	Servicing Hose reels	No	54		
2	Servicing 4,5KG Dry Chemical Powder fire extinguishers	No.	253		
3	Servicing 9KG Dry Chemical Powder fire extinguishers	No.	58		
4	Servicing 2KG CO ₂ fire extinguishers	No.	6		
5	Servicing 5KG CO ₂ fire extinguishers	No.	52		
6	Servicing pillar post hydrants	No.	28		
7	ZP 3 Fire alarm panel	No.	9		
8	Servicing smoke detectors	No.	440		
9	Servicing Sounders	No.	89		
10	Servicing Fire suppression system	No.	9		
11	Fire suppression system with 4 cylinders – sever room	No.	4		

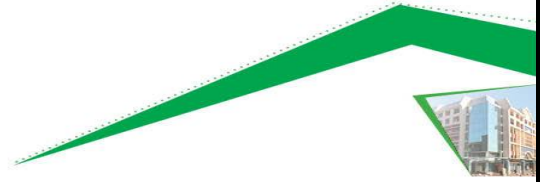


12	Fire suppression system with 2 cylinders - archives	No.	2		
13	Fire Points	No.	45		
14	Booster connection.	No.	4		
TOTAL SECTIONAL SUMMARY NO. 1					
Supply and Install New					
ITEM	DESCRIPTION	UNIT	QUANTITY	Rate	AMOUNT
SECTIONAL SUMMARY NO. 2					
15	Evacuation chair (Supply and mount)	No.	2		
16	4.5 KG Dry Chemical Powder fire extinguishers (supply and mount to backboard and hang signs)	No	2		
17	9 kg CO ₂ fire extinguisher (supply and mount to backboard and hang signs)	No	1		
18	Door magnets	No	4		
19	Maglocks	No.	6		
20	30m Fire Hose Reel and signs (include trenching and piping) 10 metres from water supply tank.	No.	1		
21	Self-priming centrifugal pump .N=1.5KW	No.	1		
22	Galvanised steel cage for self-priming pump (500mmx500mmx500mm angle plate iron with mash wire bolted on the plinth).	No.	1		
23	Fire Hydrant and signs (Include trenching, piping connected to the pump) 20 metres from water supply tank.	No.	1		
24	Evacuation Chairs (install only)	No.	6		
25	Supply 4.5KG DCP fire extinguisher	No.	6		
26	2 loop addressable control panel C/W 2 Loop card	No.	1		



27	Battery 12 V18 AH	No.	2			
28	Smoke detectors	No.	90			
29	Sounder Beacon	No.	20			
30	Sounder Base	No.	20			
31	Manual call points	No.	20			
32	Manual call point back	No.	20			
33	Flip Covers	No.	20			
34	Heat detectors	No.	4			
35	Heat base	No.	94			
36	Stairs running man	No.	3			
37	1mmx2500m PH Cable	No.	1			
38	Permanent Staff training and certificates for fire Marshals	No.	25			
	TOTAL SECTIONAL SUMMARY NO. 2					
	<u>BILL NO. 4</u>					
	TOTAL SECTIONAL SUMMARY NO. 1					
	TOTAL SECTIONAL SUMMARY NO. 2					
	<u>TOTAL BILL NO. 4 CARRIED FORWAD TO FINAL SUMMARY</u>					
	Note: All bidders must be registered in terms of S.A.N.S. 1475 All technicians must be S.A.Q.C.C. accredited					

NOTE: IF THE CONTRACT VALUE GETS DEPLETED, THE CONTRACT WILL THEN BE DEEMED AS EXPIRED.



INTSIKA YETHU MUNICIPAL AREA

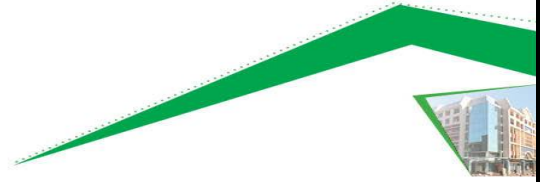


BILL NO. 5	<u>SERVICING, SUPPLY AND REPAIR OF FIRE EXTINGUISHERS, FIRE HOSE REELS AND HYDRANTS IN ALL GOVERNMENT BUILDINGS AND HOUSES IN INTSIKA YETHU: Tsomo DoSD, Cofimvaba; DoE, DRDAR Depot, Erf no 221 and Qamata; DRDAR.</u>				
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Note : All equipment must comply with S.A.B.S. minimum standards and specifications				
	SECTIONAL SUMMARY NO. 1				
	<u>FIRE PROTECTION SERVICES</u>				
	<u>Repairs and servicing to existing</u>				
	<u>SERVICING(RATE FOR SERVICING ONLY TO INCLUDE MATERIAL, LABOUR AND PROFIT)</u>				
1	Servicing Hose reels	No	2		
2	Servicing 4,5KG Dry Chemical Powder fire extinguishers	No.	62		
3	Servicing 9KG Dry Chemical Powder fire extinguishers	No.	7		
4	Servicing 5KG CO ₂ fire extinguishers	No.	9		
5	Servicing pillar post hydrants	No.	2		
6	Fire panel	No.	1		
7	Servicing smoke detectors	No.	35		
8	Servicing Sounders	No.	12		
9	Servicing Fire suppression system	No.	1		
10	Fire Points	No.	8		
11	Booster connection.	No.	2		

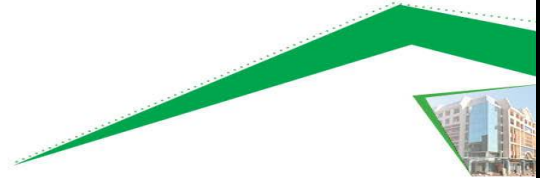


	TOTAL SECTIONAL SUMMARY NO. 1				
	<u>Supply and Install New</u>				
ITEM	DESCRIPTION	UNIT	QUANTITY	Rate	AMOUNT
	SECTIONAL SUMMARY NO. 2				
12	Single cabinet (supply and mount)	No.	1		
13	Fire extinguisher signs SABS approved (supply and mount)	No	1		
14	Running man SABS approved	No.	1		
15	Arrow SABS approved	No.	1		
16	Permanent Staff training and certificates for fire Marshals	No.	10		
	TOTAL SECTIONAL SUMMARY NO. 2				
	<u>BILL NO. 5</u>				
	TOTAL SECTIONAL SUMMARY NO. 1				
	TOTAL SECTIONAL SUMMARY NO. 2				
	<u>TOTAL BILL NO. 5 CARRIED FORWAD TO FINAL SUMMARY</u>				
	Note: All bidders must be registered in terms of S.A.N.S. 1475				
	All technicians must be <u>S.A.Q.C.C.</u> accredited				

NOTE: IF THE CONTRACT VALUE GETS DEPLETED, THE CONTRACT WILL THEN BE DEEMED AS EXPIRED.



INXUBA YETHEMBA MUNICIPAL AREA



BILL NO. 6	<u>SERVICING, SUPPLY AND REPAIR OF FIRE EXTINGUISHERS, FIRE HOSE REELS AND HYDRANTS IN ALL GOVERNMENT BUILDINGS AND HOUSES IN INXUBA-YETHEMBA: Tarkastad, Cradock, Hofmeyer and Middelburg</u>				
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Note : All equipment must comply with S.A.B.S. minimum standards and specifications				
	SECTIONAL SUMMARY NO. 1				
	<u>FIRE PROTECTION SERVICES</u>				
	<u>Repairs and servicing to existing</u>				
	<u>SERVICING(RATE FOR SERVICING ONLY TO INCLUDE MATERIAL, LABOUR AND PROFIT)</u>				
1	Servicing 4,5KG Dry Chemical Powder fire extinguishers	No.	12		
2	Servicing 9KG Dry Chemical Powder fire extinguishers	No.	2		
3	Servicing 5KG CO ₂ fire extinguishers	No.	8		
	TOTAL SECTIONAL SUMMARY NO. 1				
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTIONAL SUMMARY NO. 2				
1	Permanent Staff training for fire marshals	No.	4		
	TOTAL SECTIONAL SUMMARY NO. 2				
	<u>BILL NO.6</u>				
	TOTAL SECTIONAL SUMMARY NO. 1				
	TOTAL SECTIONAL SUMMARY NO. 2				
	<u>TOTAL BILL NO. 6 CARRIED FORWARD TO FINAL SUMMARY</u>				
	Note: All bidders must be registered in terms of S.A.N.S. 1475 All technicians must be S.A.Q.C.C. accredited				

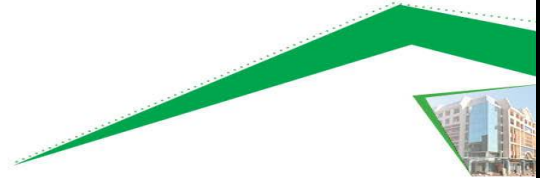
NOTE: IF THE CONTRACT VALUE GETS DEPLETED, THE CONTRACT WILL THEN BE DEEMED AS EXPIRED.



SAKHISIZWE MUNICIPAL AREA



BILL NO. 7	<u>SERVICING, SUPPLY AND REPAIR OF FIRE EXTINGUISHERS, FIRE HOSE REELS AND HYDRANTS IN ALLGOVERNMENT BUILDINGS AND HOUSES IN SAKHISIZWE: Old Cala hospital, Arthur Tsengiwe, Cala Convent Staff Residence, Vukani radio, DRDAR & DoE.</u>				
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Note : All equipment must comply with S.A.B.S. minimum standards and specifications				
	SECTIONAL SUMMARY NO. 1				
	<u>FIRE PROTECTION SERVICES</u>				
	<u>Repairs and servicing to existing</u>				
	<u>SERVICING(RATE FOR SERVICING ONLY TO INCLUDE MATERIAL, LABOUR AND PROFIT)</u>				
1	Servicing Hose reels	No	3		
2	Servicing 4,5KG Dry Chemical Powder fire extinguishers	No.	57		
3	Servicing 9KG Dry Chemical Powder fire extinguishers	No.	3		
4	Servicing 5KG CO ₂ fire extinguishers	No.	34		
5	Servicing pillar post hydrants	No.	4		
6	Fire panel	No.	3		
7	Servicing smoke detectors	No.	121		
8	Heat detectors	No.	9		
9	Servicing Fire suppression system	No.	1		
10	Fire Points	No.	22		
11	Sounders	No.	29		
	TOTAL SECTIONAL SUMMARY NO. 1				



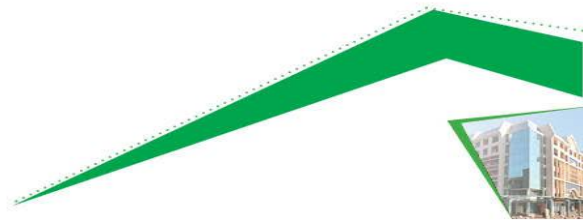
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Supply and install new				
	SECTIONAL SUMMARY NO. 2				
12	Install evacuation chairs	No.	2		
13	Supply and mount exit signs	No.	8		
14	Supply and Mount hose reel signs, SABS approved	No.	7		
15	Supply and mount fire extinguisher signs, SABS approved	No.	10		
16	Supply and mount escape route signs (1 green arrow and running man, SABS approved)	No.	2		
17	Permanent Staff training and certificates for fire marshals		10		
	TOTAL SECTIONAL SUMMARY NO. 2				
	<u>BILL NO.7</u>				
	TOTAL SECTIONAL SUMMARY NO. 1				
	TOTAL SECTIONAL SUMMARY NO. 2				
	<u>TOTAL BILL NO. 7 CARRIED FORWARD TO FINAL SUMMARY</u>				
	Note: All bidders must be registered in terms of S.A.N.S. 1475				
	All technicians must be S.A.Q.C.C. accredited				

NOTE: IF THE CONTRACT VALUE GETS DEPLETED, THE CONTRACT WILL THEN BE DEEMED AS EXPIRED.



Project title	MAINTENANCE, REPAIRS AND INSTALLATION OF FIRE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, CHRIS HANI REGION FOR A PERIOD OF 12 MONTHS.
SCMU number	CHR5-23/24-0017

SUMMARY OF SCHEDULE OF QUANTITIES			
Section	Description	From Page	Amount
1	TOTAL BILL NO. 1	Pg. 86	R _____
2	TOTAL BILL NO.2	Pg. 89	R_____
3	TOTAL BILL NO.3	Pg. 92	R_____
4	TOTAL BILL NO.4	Pg. 95	R_____
5	TOTAL BILL NO.5	Pg. 99	R_____
6	TOTAL BILL NO.6	Pg. 102	R_____
7	TOTAL BILL NO.7	Pg. 104	R_____
Total			R_____
Add Contingencies @10%			R_____
Add: 15% Value Added Tax (If Applicable)			R_____
TOTAL CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE			R_____



PART C3 SCOPE OF WORK (TERMS OF REFERENCE)

C3 Scope of Work (Terms of Reference)

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

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

FIRE PROTECTION

Preventative Maintenance, Repairs & Installation:

The Contractor shall inspect, and check all equipment, materials, systems and installation abnormalities of existing equipment.

Redundant Equipment:

All defective items that have been replaced are to be considered redundant, and are to be removed from site by contractor

Defects:

The Contractor shall report all defects and shortfalls to Departmental representative immediately. Under no circumstances shall defects not covered in specification be addressed without written approval from the Departmental representative

Provisional Quantities:

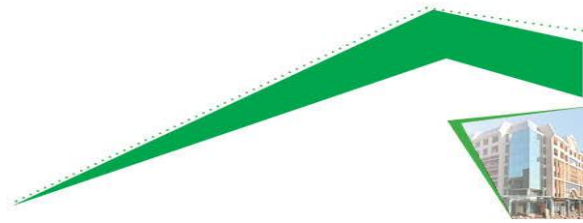
The quantities stated in the Activity Schedule are provisional. All work carried out under this contract will be measured as executed, and priced at the rates contained therein, or based on, the priced schedule of quantities. The individually priced items in the schedule will be adjusted on merit on a basis to be agreed prior to the signing of the contract if required

1.1 EMPLOYERS OBJECTIVES

To maintain the fire protection equipment of the state owned buildings in Chris Hani Region in order to perform efficiently

1.2 OVERVIEW OF THE WORKS

SERVICING, SUPPLY AND REPAIR OF FIRE SAFETY EQUIPMENT FOR A PERIOD OF 12 MONTHS IN CHRIS HANI REGION



1.3 EXTENT OF THE WORKS

Routine Preventative Maintenance and New Installations.

The Service and maintenance work to be performed and executed shall include, but not be limited to, all the items listed in the schedules below under each heading. These actions and findings shall be logged and reported to the Department for assessment as to be carried out under provisional funding

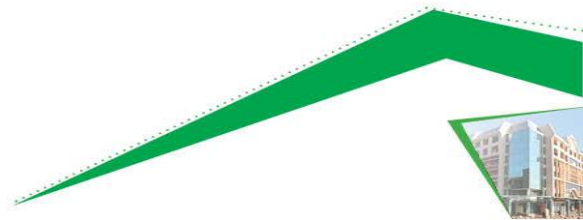
Note: Prospective tenderers must provide a portfolio of evidence relating to the installation and servicing of the FIRE SERVICES, this POE will be considered in the adjudication of this bidder.

- **SECTION FIRE PROTECTION EQUIPMENT**

- **MAINTENANCE OF FIRE PROTECTION EQUIPMENT**

- - 1 General
 - 2 Hose reels and hydrants Service
 - 3 Portable fire extinguishers Service
 - 4 Fire detection system Service

NB: The Bidder to read carefully in understanding the FIRE PROTECTION SCOPE BELOW ON NEXT PAGE



- **SECTION FIRE PROTECTION EQUIPMENT SCOPE**

MAINTENANCE OF FIRE PROTECTION EQUIPMENT

1 GENERAL

The Service Provider shall be responsible for carrying out service of the installation during the term of the 12 months' maintenance period.

The Department shall prepare a detailed service report sheet showing the functions to be carried out and the intervals between such functions to enable records of servicing to be maintained. This sheet shall have spaces for the signatures of both the Service Provider's servicemen and the Delegated department official to verify that the maintenance duties have been carried out.

Each service is to be undertaken in the presence of a representative of the department official.

Major service to include all minor service Tasks (e.g. daily/weekly/monthly/six monthly etc.) in Major or Annual Service tasks.

The following is a generic service regime. All services are to be carried out in accordance with manufacture's servicing specification where this Task List included below does not include manufacture's servicing specifications.

2 HOSE REELS AND HYDRANTS SERVICE

The following is a generic service regime. All services are to be carried out in accordance with manufacture's servicing specification where this Task List included below does not include manufacture's servicing specifications.

All services shall be undertaken and signed off by a registered person.

Services to be done in accordance with SANS 1475-2

1 Water supply

- 1.1 Availability
- 2.2 Pressure
- 2.3 Check pipework for corrosion
- 2.4 All pipework to be correctly painted

2 Mounting frame

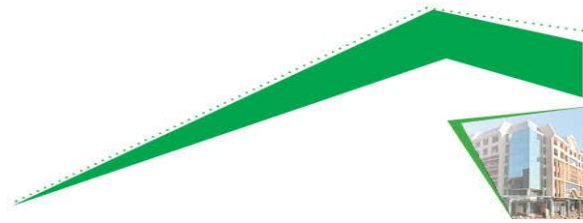
- 2.1 Corrosion on frame and mounting bolts
- 2.2 Mechanical damage
- 2.3 Reel operates freely

3 Hose

- 3.1 Unwind completely
- 3.2 Check for leaks with nozzle closed and inlet valve open
- 3.3 Cut, cracked or worn
- 3.4 Damaged threads
- 3.5 Aged/brittle

4 Water control fittings

- 4.1 Inlet valve operation, damage, leaks
- 4.2 Outlet control nozzle operation, damage, leaks
- 4.3 Damaged threads



5 Water seals

5.1 Check for leaks, corrosion, perishing – replace as necessary (minor service) replace all

- Check control equipment
- Check system functions for normal operations
- Check fire brigade signalling (if applicable)
- Check all lamps in visual indicators and control desk
- Check all audible alarms
- Check fire evacuation speech system (if applicable)
- Check battery, electrolyte level of accumulators and charging unit
- Check random detectors and end of line units for operation. At least one detector of each
- Detection circuit is to be tested each 3 monthly service and each detector tested is to be logged on a maintenance sheet in order to ensure that within a 6-month period every detector will have been tested

3 PORTABLE FIRE EXTINGUISHERS SERVICE

The following is a generic service regime. All services are to be carried out in accordance with manufacture's servicing specification where this Task List included below does not include manufacture's servicing specifications.

Services to be done in accordance with SANS 1475-1, SANS 1910' & SANS 10105-1

1 Cylinder

- 1.1 Hydrostatic pressure test date or due date
- 1.2 Corrosion
- 1.3 Mechanical damage
- 1.4 Paint condition
- 1.5 Presence of repairs (welding, brazing etc.)
- 1.6 Damaged threads
- 1.7 Broken hanger attachment
- 1.8 Broken carrying handle lug
- 1.9 Sealing surface damage (leakage)

2 Label

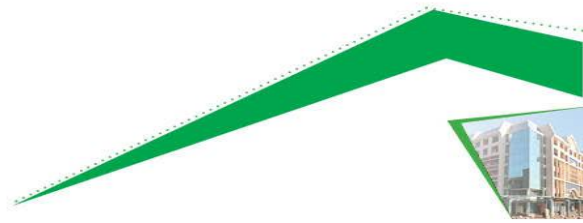
- 2.1 Clean and legible

3 Nozzle and Horn

- 3.1 Deformed, damaged or cracked
- 3.2 Openings blocked
- 3.3 Damaged threads
- 3.4 Aged/brittle

4 Hose assembly

- 4.1 Cut, cracked or worn
- 4.2 Couplings and/or swivel joints
- 4.3 Damaged threads
- 4.4 Inner tube damaged
- 4.5 If not electrically non-conductive between couplings (CO2 hose only)



5 Valve locking device

- 5.1 Bent, corroded or binding
- 5.2 Missing

6 Pressure indicating device

- 6.1 Immovable, jammed or missing pointer
- 6.2 Missing, deformed or broken lens
- 6.3 Illegible or faded dial
- 6.4 Corrosion
- 6.5 Dented case or lens retainer
- 6.6 Immovable or corroded pressure-indicating stem (non-gauge type)

7 Cylinder valve

- 7.1 Corroded, damaged or jammed lever, handle, spring, stem or fastener joint
- 7.2 Damaged outlet threads

8 Nozzle shut off valve

- 8.1 Corroded, damaged or jammed lever, handle, spring, stem or fastener joint
- 8.2 Plugged, deformed or corroded nozzle tip or discharge passage

9 Puncture mechanism

- 9.1 Corroded, damaged or jammed lever, handle, spring, stem or fastener joint
- 9.2 Dull or damaged cutting or puncture pin
- 9.3 Damaged threads

10 Gas cylinders

- 10.1 Hydrostatic pressure test date or due date
- 10.2 Paint condition
- 10.3 Presence of repairs (welding, brazing etc.)
- 10.4 Corrosion
- 10.5 Damaged threads

11 Filler cap

- 11.1 Corroded, cracked or broken
- 11.2 Damaged threads
- 11.3 Sealing surface damaged
- 11.4 Blocked vent, hole or slot

12 Carrying handle

- 12.1 Broken handle lug
- 12.2 Broken handle
- 12.3 Corroded, jammed or worn fastener joint

13 Seals or tamper indicator

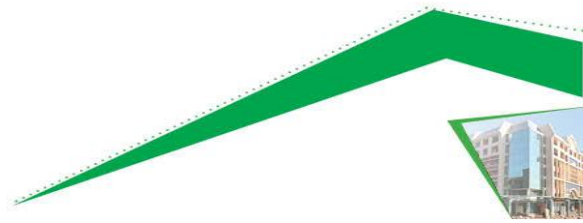
- 13.1 Broken or missing

14 Inner cage acid container or tube

- 14.1 Corroded, damaged, bent, cracked or distorted

15 Pressurizing valve

- 15.1 Leaking seals



16 Gasket, o-rings and seals

- 16.1 Cut, cracked, worn or otherwise damaged

17 Brackets

- 17.1 Corroded, worn or bent
17.2 Loose and binding
17.3 Worn, loose, corroded or missing screw or bolt
17.4 Worn bumper, webbing or grommet

18 Gas tube and syphon or pick up tube

- 18.1 Corroded, damaged, bent, cracked or broken
18.2 Blocked tube or tube openings

19 Safety release device

- 19.1 Corroded or damaged
19.2 Broken, operated or plugged

20 Pressure control device

- 20.1 External - corroded or damaged
20.2 Pressure relief – corroded, plugged, dented, leaking, broken or missing
20.3 Protective bonnet relief hole – tape missing or seal wire broken
20.4 Adjusting screw – lock pin missing
20.5 Gauges
a) immovable, jammed or missing indicator
b) missing or broken lens
c) illegible or faded dial
d) corrosion
e) dented case or lens retainer
20.6 Regulator hose
a) cut, cracked, abraded, or deformed exterior
b) corroded or cracked coupling
c) damaged coupling threads

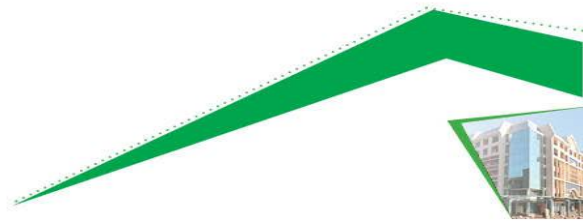
1 FIRE DETECTION SYSTEM (PANEL, SMOKE DETECTOR, HEAT DETECTOR, FIRE ALARM, FIRE POINT, FIRE ESCAPE DOORS)

The following is a generic service regime. All services are to be carried out in accordance with manufacture's servicing specification where this Task List included below does not include manufacture's servicing specifications.

Services to be done in accordance with SANS 1475-1, SANS 1910' & SANS 10105-1

1 Panel

- 1.1 Check that panel LED's light up.
1.2 Test panel batteries.
1.3 Switch power off on panel to check if batteries take over.
1.4 Check that date and time are correct.
1.5 Check all connections.
1.6 Check faults and errors.



2 Fire point

- 2.1 Activate break glass units with key, to check functionality.
- 2.2 Reset unit.

3 Smoke and heat detectors (Optical detectors)

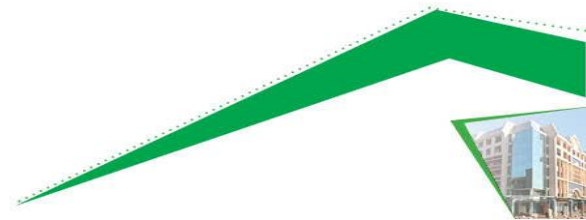
- 3.1 Use smoke test aerosol on detectors to activate fire condition.
- 3.2 Remove detector in each zone to receive fault condition.
- 3.3 Check that when detectors are removed, the correct address and type of detector shows up on the panel.
- 3.4 Blow-out detectors with a blower.

4 Fire alarm

- 4.1 Test sirens – must activate on fire condition.
- 4.2 Reset unit.

5 Fire escape doors (magnetic doors)

- 5.1 Check that escape doors close on alarm.



PART C4 SITE INFORMATION:

1.4 LOCATION OF THE WORKS

Different locations, within the Chris Hani District in the Eastern Cape, categorized according to the local municipality demarcations, as follows:

Emalahleni Municipal Area – Lady Frere, Indwe

Engcobo Municipal Area – Engcobo, Coghlan.

Enoch Mgijima Municipal Area – Komani, Whittlesea,

Intsika Yethu Municipal Area – Cofimvaba, Tsomo, Qamata.

Inxuba Yethemba Municipal Area – Tarkastad, Cradock, Hofmyer, Middleburg.

Sakhisizwe Municipal Area – Cala.

EMALAHLENI MUNICIPAL AREA

DOE

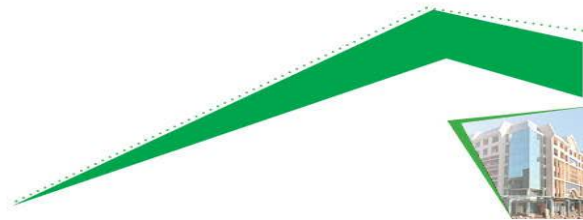
Hose reels	-	10
4.5KG DCP	-	11
5KG CO ₂	-	5
9kg DCP	-	3
Fire Points	-	13
Sounders	-	16
Fire detectors	-	193
Heat detectors	-	4
Fire Hydrants	-	4
Pillar Hydrants	-	2
Fire Panels	-	1
Fire Suppression system	-	1
Evacuation Chairs (install)	-	2

Exam Centre

4.5KG DCP	-	1
5KG CO ₂	-	1
Fire Points	-	3
Sounders	-	3
Fire detectors	-	5

Social Development

Hose Reels	-	1
4.5KG DCP	-	3
Fire Points	-	3
Sounders	-	3
Fire detectors	-	5



DRDAR

Hose Reels	- 4
4.5KG DCP	- 2
5KG CO ₂	- 6
2KG CO ₂	- 2
Fire Points	- 2
Sounders	- 12
Fire detectors	- 27
Heat detectors	- 1
Pillar Hydrants	- 1
Fire Panels	- 1
Fire Suppression system	- 1
Evacuation Chairs(install)	- 1

Old DRDAR

Hose Reels	- 1
4.5KG DCP	- 3
5KG CO ₂	- 1
Fire Points	- 3
Sounders	- 3
Fire detectors	- 5

Residential houses

4.5KG DCP	- 6
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Resource Centre

Hose Reels	- 1
4.5KG DCP	- 2
Fire Points	- 3
Sounders	- 3
Fire detectors	- 5
Heat detectors	- 1
Pillar Hydrants	- 1
Fire Extinguisher signs (Supply and install)	- 3

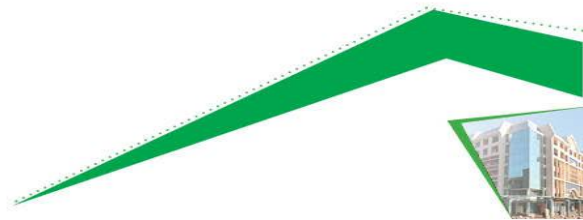
ENGCOBO MUNICIPAL AREA

DOSD (Coghlan)

4.5 kg DCP	- 2
5 kg CO ₂	- 4
9kg DCP	- 1
Hose reel	- 2

DOE Resource Centre

4.5 kg DCP	- 1
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9 kg DCP - 2
5 kg CO₂ - 1
30m hose reel - 1

DOE Exam Centre

4.5 kg DCP - 1
9 kg DCP - 7

DOE Pre-fabs

4.5 kg DCP - 20

DRDAR

4.5 kg DCP - 7

DOT

4.5 kg - 3

DOSD

4.5 kg DCP - 6
Hos reel - 2
Smoke detectors – 32
Fire Panel - 1
Sounders - 3
Fire points - 2

ENOCH MGIJIMA MUNICIPAL AREA

Melton Gardens

4.5 kg DCP - 4

Depot(Whittlesea)

4.5 kg DCP - 4

30m Fire Hose Reel and signs (include trenching and piping) 13 metres from water supply tank.

Self-priming centrifugal pump . N=1.5KW

Galvanised steel cage for self-priming pump (500mmx500mmx500mm angle plate iron with mash wire bolted on the plinth).

Fire Hydrant and signs (Include trenching, piping connected to the pump) 30 metres from water supply tank.

DRDAR (WHITTLESEA)

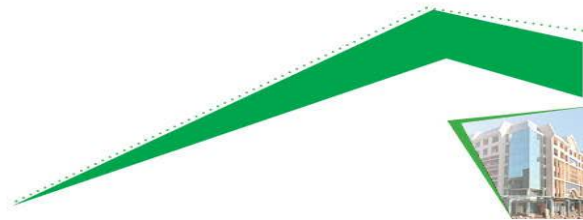
4.5 kg DCP 8

DOSD (Ezibeleni)

4.5 kg DCP - 3

Residential Houses

4.5 kg DCP - 4



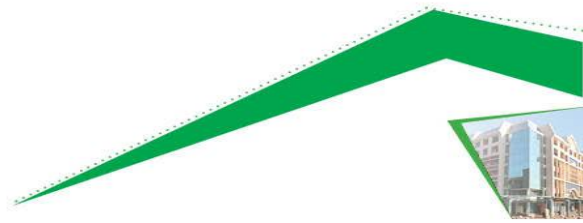
All Governments Departments in Enoch Mqijima

4.5 kg DCP	- 230
Hose Reels	- 54
Servicing 9KG Dry Chemical Powder fire extinguishers	- 58
Servicing 2KG CO ₂ fire extinguishers	- 6
Servicing 5KG CO ₂ fire extinguishers	- 52
Servicing pillar post hydrants	- 28
ZP 3 Fire alarm panel	- 9
Servicing smoke detectors	- 440
Servicing Sounders	- 89
Servicing Fire suppression system	- 9
Fire suppression system with 4 cylinders – sever room	- 4
Fire suppression system with 2 cylinders – archives	- 2
Fire Points	- 45
Booster connection	- 4
4.5 KG Dry Chemical Powder fire extinguishers (supply and mount to backboard and hang signs)	- 2
Evacuation Chairs (supply and mount)	- 2
9 kg CO ₂ fire extinguisher (supply and mount to backboard and hang signs)	- 1
Door magnets	- 4
Maglocks	- 6
Evacuation Chairs (install only)	- 6
Supply 4.5KG DCP fire extinguisher	- 6
2loop addressable control panel C/W 2 Loop card	- 1
Battery 12 V18 AH	- 2
Smoke detectors	- 90
Sounder Beacon	- 20
Sounder Base	- 20
Manual call points	- 20
Manual call point back	- 20
Flip Covers	- 20
Heat detectors	- 4
Heat base	- 94
1mmx2500m PH Cable	- 1
Stairs running man signs	- 3

INTSIKAYETHU MUNICIPAL AREA

DOE (Cofimvaba)

Booster pump	- 2
Pillar Hydrants	- 2
4,5 kg DCP Fire Extinguisher	- 17
5kg CO ₂ extinguisher	- 5
9kg DCP	- 3
Fire detectors	- 35
Sounders	- 9
Fire points	- 12



Fire Suppression System- 1
ZP3 Fire Panel - 1
Single cabinet (supply and mount) – 1
Fire extinguisher signs SABS approved (supply and mount) – 1
Running man SABS approved - 1
Arrow SABS approved - 1

DPW Depot

4.5kg DCP Fire extinguisher – 10
9kg DCP Fire extinguisher -3

DRDAR

4.5KG DCP Fire extinguisher - 3
5kg CO₂ Fire extinguisher - 2

DRDAR (Qamata)

4.5kg DCP - 4

DOSD (Tsomo)

4.5kg DCP Fire extinguisher – 6
5kg CO₂ - 2

INXUBA YETHEMBA MUNICIPAL AREA

EMS (Tarkastad)

4.5kg DCP Fire Extinguisher – 1
5kg CO₂ - 1

SASSA (Middelburg)

4.5kg DCP Fire extinguisher – 3
5kg CO₂ Fire extinguisher – 2

Roads Camp (Cradock)

9kg DCP – 1
4.5 kg DCP – 3
5kg CO₂ - 1

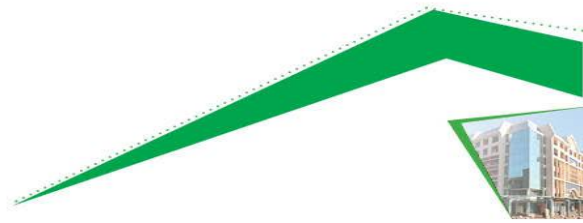
Social Development (Hofmeyer)

4.5kg DCP – 5
9kg DCP - 1
5kg CO₂ - 4

SAKHISIZWE MUNICIPAL AREA

DOSD (Cala Convent)

4.5 kg DCP Fire Extinguisher – 2
5kg CO₂ - 5
Fire Points – 4
Sounders -7



Fire Detectors – 29
Heat detector - 1
Fire Panel – 1
Install evacuation chair - 1

Cala Depot

9 kg DCP – 2
Supply and mount escape route signs (1 green arrow and running man, SABS approved)
Supply and mount 1 x exit sign, SABS approved)

Roads Depot

4.5kg DCP – 5

Arthur Tsengiwe and Vukani Radio

4.5 kg DCP – 13
Fire Panel - 1
Hose reel - 1
Supply 5 kg CO₂ -2
Supply and install fire extinguisher signs, SABS approved – 5

Old Cala Hospital

Fire Hydrants – 5
Hose Reels – 2
Fire Panel - 1
Fire Points - 18
Sounders - 22
Fire Detectors – 92
4.5kgDCP - 35
Heat Detectors – 8
5kg CO₂ - 26
9kg DCP – 1
Evacuation chairs (install only) – 1
Supply and mount exit signs – 7
Supply and Mount hose reel signs, SABS approved – 7
Supply and mount fire extinguisher signs, SABS approved - 5

1.5 TEMPORARY WORKS

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

2.1 EMPLOYER'S DESIGN

N/A

2.2 DESIGN BRIEF

N/A

2.3 DRAWINGS

N/A