



TENDER

MECHANICAL TERM CONTRACT FOR PRESTIGE BUILDINGS IN BHISHO / E. L AND KWT (MAINTENANCE OF AIR CONDITION AND REFRIGERATION FOR A PERIOD OF 24 MONTHS) SCMU5-22/23-0081

NAME OF COMPANY:

CSD Nr:

CRS Nr (CIDB):

CLOSING DATE: 06 SEPTEMBER 2022

TIME: 11:00 am

Department of Public Works and Infrastructure
3rd Floor. Office 3-46
Independence Avenue
Qhasana Building
5605



T1.1 BID Notice and Invitation to BID

The Eastern Cape Department OF Public Works and Infrastructure with a CIDB Grading **4 ME only** in the following Class of works (ME) Bids for Mechanical term contract for Prestige Buildings in Bhisho/EL and KWT (Maintenance of Air condition and Refrigeration for a period of 24 months).

The contract will be based on the **NEC 3 TERM SERVICE CONTRACT (TSC)**. The Eastern Cape Department of Public Works and Infrastructure will enter into a contract with the successful Bidder.

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

Tender documents are downloadable for free of charge from National Treasury's eTender Portal: (<http://www.etenders.gov.za/content/advertised-tenders>) or from the Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) from the 05 AUGUST 2022.

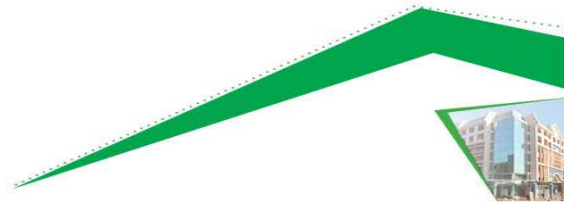
A non-compulsory clarification meeting with representatives of the employer will take place at Dept. of Public works, Independence Avenue, Qhasana Building, 1st floor canteen in Bhisho on the **18 AUGUST 2022 at 11:00pm**.

The closing time for receipt of tenders by the ECDPWI is **11:00 am** on **06 SEPTEMBER 2022** where tenders will be opened in public. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked "**SCM5-22/23-0081**": **MECHANICAL TERM CONTRACT FOR PRESTIGE BUILDINGS IN BHISHO/EL AND KWT (MAINTENANCE OF AIR CONDITION AND REFRIGERATION FOR A PERIOD OF 24 MONTHS)**" must be deposited in the bid box:

Physical Address of Bid Box: Department of Public Works and Infrastructure,
Department of Public Works
Independence Avenue
Qhasana Building
Bhisho
5605

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

Bids may only be submitted on the BID documentation that is issued. Requirements for sealing, addressing, delivery, opening and assessment of Bids are stated in the BID Data.



B. BID EVALUATION:

This bid will be evaluated in (3) phases as follows:

Phase 1: Evaluation criteria (Local Content and Production – Designated sector)

Phase 2: Administrative requirements and Mandatory requirements

Phase 3: Price and preference (80/20 system)

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

Maximum points on price	-	80 points
Maximum points for B-BBEE	-	20 points
Maximum points	-	100 points

C. BID SPECIFICATIONS, CONDITIONS AND RULES

1. The Department of Public Works SCM policy applies.
2. BID validity period is **120 days**.
3. The SBD4 must be duly completed and signed. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract. such interest must be disclosed on question 2.3.1 of SBD 4.
4. **Bidders must ensure 2.3 of SBD4 (Declaration of interest) is completed correctly.**

D. TENDER SUBMISSIONS:

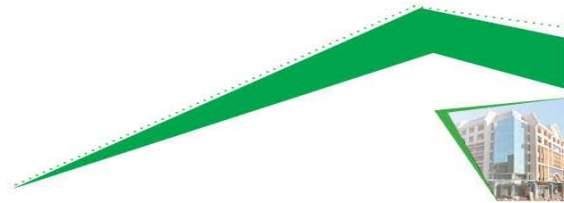
Bids must be submitted in sealed envelopes clearly marked **“SCM5-22/23-0081” MECHANICAL TERM CONTRACT FOR PRESTIGE BUILDINGS IN BHISHO/E. L AND KWT (MAINTENANCE OF AIR CONDITION AND REFRIGERATION FOR A PERIOD OF 24 MONTHS)”** Must be deposited in the bid box, DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, INDEPENDENCE AVENUE, QHASANA BUILDING, BHISHO 5605

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

- **SCM RELATED ENQUIRIES**
Tel No: **040 602 4000**
Email Address: supply.chain@ecdpw.gov.za.
- **TECHNICAL ENQUIRIES**
Mr L. Sodinga
Tel No: 040 602 4197/ 079 49703171

Email Address: Lwandise.Sodinga@ecdpw.gov.za

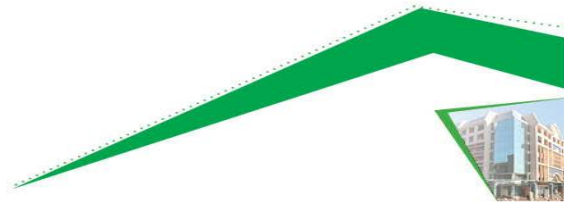
FOR COMPLAINTS, FRAUD, & BID ABUSE:
Call: 0800 701 701



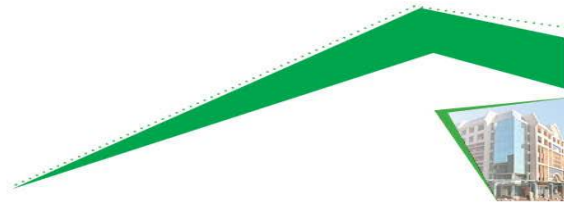
T1.2 BID Data

The conditions of BID are the latest edition of SANS 10845-3, *Standard conditions of BID*. SANS 10845-3 makes several references to the BID Data for details that apply specifically to this BID. The BID Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 *and* as contained in **Annexure F of Standard for Uniformity in Construction Procurement (Board Notice 136 Government Gazette No 38960 of 10 July 2015)**, Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

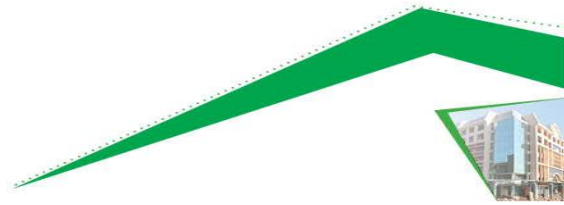
Clause number	BID Data
3.1	The Employer is Public Works and Infrastructure
3.2	The BID documents issued by the employer comprise the following documents: THE BID Part T1: Bidding procedures T1.1 - BID notice and invitation to BID T1.2 - BID data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond Part C2: Pricing data C2.1 - Pricing assumptions C2.2 - Bill of Quantities Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information
3.3	The BID documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's agent is : Name: Lwandise Sodinga Department of Public Works & Infrastructure Independence Avenue Qhasana Building Bhisho 5605 Tel:040 602 4197/ 079 497 3171 E-mail: Lwandise.Sodinga@ecdpcw.gov.za
3.5	The language for communications is English.
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 3: Three (3) stage procurement procedure shall be applied.
4	BID's obligations
4.1	Only those Bidders who satisfy the following eligibility criteria and who provide the required evidence in their BID submissions are eligible to submit Bids and have their Bids evaluated:



4.1	<p>Only those Bidders 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 bid, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, class of construction work, are eligible to have their Bids evaluated.</p> <p>Joint ventures are eligible to submit Bids provided that: N/A</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; in the ME class of works 2. the lead partner has a contractor grading designation in the CIDB Grade 4ME or higher class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum bid for a CIDB Grade 4ME or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
4.1.1	<p>The following Bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their Bids evaluated:</p> <ol style="list-style-type: none"> a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum bid, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a CIDB 4ME or higher class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation CIDB Grade 4ME or higher in terms of a) above and who satisfy the following criteria: <ol style="list-style-type: none"> 1 A contractor that is potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts; and 2) whom the employer agrees that they will provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract. <p>Joint ventures are eligible to submit Bids provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; in the ME class of works 2. the lead partner has a contractor grading designation in the CIDB Grade 4ME 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum bid for a CIDB Grade 4ME or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
4.2	<p>The employer will compensate the BID as follows as per the conditions of the Form of Contract signed or SLA.</p> <p>The employer will not compensate the Bidder for any costs incurred in attending interviews or making any submissions in the office of the employer.</p>
4.3	<p>It is the responsibility of the Bidder to check the BID documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
4.4	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the BID. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a BID offer in response to the invitation.</p>
4.5	<p>Obtain, as necessary for submitting a BID offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the BID documents by reference.</p>
4.6	<p>Acknowledge receipt of addenda to the BID documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the BID data, in order to take the addenda into account.</p>
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the BID Notice and Invitation to BID.</p>



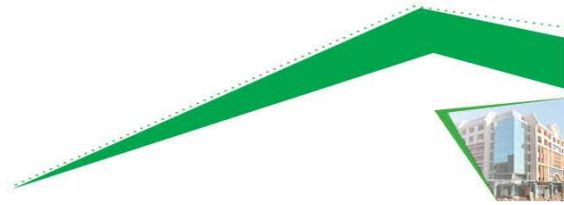
	Bidders must sign the attendance list in the name of the Bidding entity. Addenda will be issued to and Bids will be received only from those Bidding entities appearing on the attendance list. BID documents will not be made available at the clarification meeting
4.8	Seek clarification <i>Request clarification of the BID documents, if necessary, by notifying the employer at least 5(Five) working days before the closing time stated in the BID data.</i>
4.9	Bidders are required to state the rates and currencies in Rands. Include in the rates, prices, and the bid total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful Bidder, that are applicable 14 days before the closing time stated in the BID data. Show the VAT payable by the employer separately as an addition to the bid 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 BID data.
4.10	Do not make any alterations or additions to the BID documents, except to comply with instructions issued by the employer or to correct errors made by the Bidder and ensure that all signatories to the BID offer initial all such alterations. Do not make erasures using masking fluid.
4.11	Main BID offers are not required to be submitted together with alternative Bids.
4.12	No alternative BID offers will be considered
4.12.1	Parts of each BID offer communicated on paper shall be submitted as an original. Submit a) the parts of the BID offer communicated on paper as an original plus the number of copies stated in the BID data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) the parts communicated electronically by the employer of its agents on paper format with the BID.
4.12.2	Sign the original and all copies of the BID offer where required in terms of the BID data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the BID offer. NOTE The employer holds all authorized signatories liable on behalf of the Bidder.
4.12.3	A BID security in the amount of N/A is required and shall remain valid for a period not exceeding N/A days after the closing date for BID offers. The form of the BID security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.12.5	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 & INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED "TENDERS", BISHO. Physical address: Independence avenue, Ground Floor, Qhasana Building, Bisho 5605 Identification details "SCM5-22/23-0081": Mechanical term contract for Prestige Buildings in Bisho/E. L and KWT (Maintenance of Air condition and Refrigeration for a period of 24 months) CLOSING DATE AND TIME: 06 SEPTEMBER 2022 at 11:00 am.
4.13.1	The Bidder is required to submit with his BID the following certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. <i>In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services.</i> 2) CIDB Grading certificate or CRS number.
4.13.2	A two-envelope procedure will not be required.



4.13.3	Telephonic, telegraphic, telex, facsimile or e-mailed BID offers will not be accepted. The Bidder accepts that the employer does not assume any responsibility for the misplacement or premature opening of the BID offer if the outer package is not sealed and marked as stated.
4.14	The closing time for submission of BID offers is as stated in the BID Notice and Invitation to BID. Ensure that the employer receives the BID offer at the address specified in the BID data not later than the closing time stated in the BID data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the BID data for any reason, the requirements of the standard conditions of BID in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The BID offer validity period is 120 days . Hold the BID offer(s) valid for acceptance by the employer at any time during the validity period stated in the BID data after the closing time stated in the BID data. If requested by the employer, consider extending the validity period stated in the BID data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the BID security, if any, to cover any agreed extension requested by the employer.
4.15.2	Placing of Service provider under restrictions / withdrawal of Bids If any Bidder who has submitted a BID offer or a contractor who has concluded a contract has, as relevant: withdrawn such BID or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his BID, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such Bidder/s may be placed under restriction from Bidding with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on cidb Inform Practice Note #30.. Excerpts of the policy can be availed on request of any interested Bidder.
4.16	The Conditions of Contract are on clauses of the NEC ® TERM SERVICE CONTRACT <i>Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</i>
4.17	the preferred Bidder will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPWI policy
5	Employer's undertakings
5.1	The Employer will respond to requests for clarification received up to Five (5) working days before the BID closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the BID data, grant such extension and notify all respondents accordingly.
5.2	The employer shall issue addenda until Five (5) working days before BID closing time.
5.4	Bids will be opened immediately after the closing time for Bids at 11:00am
5.6	Do not disclose to Bidders, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of BID offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Bidder.
5.7	The Eastern Cape Department Public Works and Infrastructure Invites Contractors on the Integrated Contractor Development Programme of Department of Public Works in Head office region with a CIDB Grading of 4ME or higher in the following Class of works (ME)



5.8	<p>Determine, after opening and before detailed evaluation, whether each BID offer that was properly received</p> <p>a) complies with the requirements of the standard conditions of BID in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the BID documents. A responsive BID is one that conforms to all the terms, conditions, and scope of work of the BID documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the Bidder's risks and responsibilities under the contract, or f) affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified. Reject a non-responsive BID offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>												
5.9	<p>Arithmetical errors, omission and discrepancies Check responsive Bids for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.</p>												
5.10.1	<p>The financial offer will be reduced to a comparative basis using the BID Assessment Schedule.</p> <p>Table F.1: Formulae for calculating the value of A</p> <table border="1" data-bbox="432 972 1453 1184"> <thead> <tr> <th>Formula</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>$A = P / P_m$</td> </tr> <tr> <td>2</td> <td>Lowest price or percentage commission / fee</td> <td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td> <td>$A = P_m / P$</td> </tr> </tbody> </table> <p>^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.</p>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a										
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2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$										
5.10.4	<p>Phase 1: (Local Content and Production – Designated sector) Phase 2: Administrative requirements and Mandatory requirements Phase 3: Price and preference (80/20 system)</p> <p><u>STAGE 1: EVALUATION ON LOCAL PRODUCTION AND CONTENT</u></p> <ol style="list-style-type: none"> On local content designated items, only locally produced goods or services with a stipulated minimum threshold for local production and content of 100% will be considered. The relevant designated sector: Textile, Clothing, Leather and Footwear sector: The minimum threshold for local production and content: 100%, Pumps & Medium Voltage Motors, The minimum threshold for local production and content: 70%. Exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid. Failure to indicate minimum percentage (%) or not meeting minimum percentage for local content will automatically invalidate the bid for further consideration. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorization from the DTI should there be a need to import such raw material or input and a copy of this authorization letter must be submitted together with the bid document at the closing date and time. Bidders must complete SBD6.2 with annexure C and it must be submitted with the bid at the closing date and time. Failure to submit will invalidate the bid. The main contractor may not sub contract work to an extent that the local content and production is compromised. The conditions and rules applying to the main bidder on local production and content also apply to the sub-contractor(s). 												

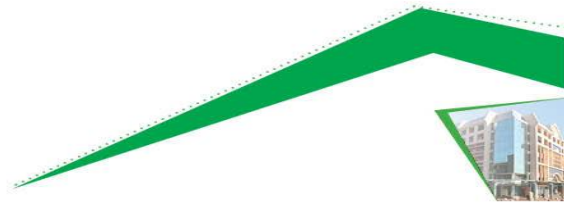


STAGE 2: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES

- A. Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:
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 BID notice and requirements. And the status on CIDB must be active during award stage. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).
 4. Bidders must be a legal entity or partnership or joint venture or consortia.
 5. Form of offer and Acceptance (fully completed and signed)
 6. Resolution to Sign to be completed & signed (if applicable)
 7. If the Bid Sum (amount in words) as per the Form of Offer differs from the BOQ, it will automatically invalidate the offer submitted.
 8. If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 7 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).
 9. The SBD4 must be duly completed and signed. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract. such interest must be disclosed on question 2.3.1 of SBD 4.
 10. Compulsory Enterprise Questionnaire (Completed and signed)
 11. Compulsory Declaration (Completed and signed)
 12. In the event of a consortia/joint ventures, a signed agreement by all parties must submitted with the bid.
 13. Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV.
 14. Declaration of Employees of the State or other State Institutions.
 15. Attendance of compulsory briefing meeting (where applicable)
 16. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Bidders are also not allowed to submit a bid/ quotation whilst they are in agreements with other bidders in the form of joint ventures or consortiums.
 17. **All services/installations shall be carried out by person who hold valid Air conditioning and refrigeration certificate or certificate in safe handling of refrigerant from a recognized institution. Proof of registration (Certificate/card) as Air conditioning/ Refrigeration Technician or Certificate in Safe handling of Refrigerant shall be submitted with this bid for the person who will be performing this contract**
 18. Bidders must submit a minimum of one (1) written contactable references for projects successfully completed in the **past** (clearly indicating client name, contract value, contract term, contact person, contact details). *Refer to Annexure H and Annexure K.* This is important for the department to make a decision and will lead to elimination of bids.
 19. Bidders must submit a list of projects where he or she has submitted BID offers but BID results have not been confirmed by the client. *Refer to Annexure J.* This is not an elimination factor, but important for the department to make a decision.
 20. Bidders must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the bid. *Refer to Annexure G.* This is not an elimination factor, but important for the department to make a decision.



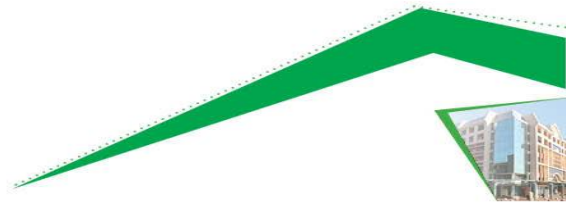
	<p>21. This BID will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will result increase commercial risk of the bid and may lead to elimination or passing over of the bidder.</p> <p>22. The bidder must also list all projects where there are pending litigations or litigations have been concluded. The form for this is also attached after Annexure J.</p> <p>B. Other Conditions of bid</p> <p>1. The following should be completed and signed</p> <ol style="list-style-type: none"> Details of Bids nearest office Returnable Documents: Company Details Returnable Documents: Company Composition Declaration: Validity of Information Provided SBD 1- Invitation to bid must be completed and signed <p>1. STAGE 2: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017</p> <p>The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i> and B-BBEE/ PPPFA Regulations of 2017</p> <table border="1" data-bbox="502 1041 1364 1176"> <thead> <tr> <th>Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>POINTS ON PRICE</td> <td>80</td> </tr> <tr> <td>B-BBEE</td> <td>20</td> </tr> <tr> <td>TOTAL</td> <td>100</td> </tr> </tbody> </table> <p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</p> <p>(a) The following formula must be used to calculate the points for price in respect of Bids (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):</p> <p>The financial offer will be scored using the following formula:</p> $A = (1 - \frac{P - P_m}{P_m})$ <p>The value of value of W_1 is:</p> <ol style="list-style-type: none"> 90 where the financial value inclusive of VAT of all responsive Bids received have a value in excess of R50 000 000 or 80 where the financial value inclusive of VAT of one or more responsive BID offers have a value that equals or is less than R 50 000 000. 	Criteria	Points	POINTS ON PRICE	80	B-BBEE	20	TOTAL	100
Criteria	Points								
POINTS ON PRICE	80								
B-BBEE	20								
TOTAL	100								
5.10.5	The procedure for the evaluation of responsive tenders is Method 3 (price , preference and Local content)								
5.10.6	The quality criteria and maximum score in respect of each of the criteria are as follows: N/A								
5.10.7	Each evaluation criteria will be assessed in terms of five indicators – N/A								
5.11	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: N/A								
5.11.1	a) Adhere to EPWP specifications								



5.12	The number of paper copies of the signed contract to be provided by the employer is 1.
5.12.1	The additional conditions of BID are: <ul style="list-style-type: none"> 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.
T.2.1	List of returnable documents
1	Documentation to demonstrate eligibility to have Bids evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated. <ul style="list-style-type: none"> Appropriate CIDB grading suitable for the works (as stated in 4.1). The Attach a list of past projects (stating the name, amount, client name, project manager, duration, completion date) – reachable references. Attach a Bank rating. (not an eliminating factor but important for the Department to make a decision)
2	Returnable Schedules required for BID evaluation purposes The Bidder must fully and appropriately complete and sign the following returnable schedules as relevant: <ul style="list-style-type: none"> Record of Addenda to BID Documents Proposed amendments and qualifications Compulsory Enterprise Questionnaire SBD 1,4,6.1, 6.2and Compulsory Declarations forms Sworn affidavit form Form of Offer and Acceptance Final Summary of Bills of Quantities or a complete Pricing Schedule
3	Other documents required for BID evaluation purposes The Bidder must provide the following returnable documents: <ul style="list-style-type: none"> And original or certified copy of a valid B-BBEE Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee_default.php) if preference points are claimed in respect of Broad-Based Black Economic Empowerment. A Bidder which is an EME or QSE can submit a duly signed a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths. In order to be valid, the sworn affidavit must clearly state the financial year end period or date For an entity Bidding as a joint venture, a valid consolidated B-BBEE Certificate meeting same requirements must be submitted with the bid. In case of EMEs/QSEs submitting separate Sworn Affidavits, the EME or QSE with the lowest B-BBEE contributor will be used for purposes of calculating points. Bidders are encouraged to either consolidate their B-BBEE point calculations or form joint ventures with partners which have the same level of B-BEE contribution or higher. Failure to comply with this, will automatically results in the non-awarding of points for B-BBEE or eliminated in phase 1. A CSD Report for a contractor with valid and correct information.
4	Returnable Schedules that will be used for BID evaluation purposes and be incorporated into the contract The Bidder must complete the following returnable documents: <ul style="list-style-type: none"> A duly completed form of Offer and Acceptance (and any revision of prices if there are any).
5	Only authorized signatories may sign the original and all copies of the BID offer where required. In the case of a ONE-PERSON CONCERN submitting a BID, this shall be clearly stated. In the case of a COMPANY submitting a BID, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company. In the case of a CLOSE CORPORATION submitting a BID, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.



	<p>In the case of a PARTNERSHIP submitting a BID, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such authorization shall be included in the BID.</p> <p>In the case of a JOINT VENTURE/CONSORTIUM submitting a BID, include a resolution of each company of the joint venture together with a resolution by its members authorizing a member of the joint venture to sign the documents on behalf of the joint venture.</p> <p><u>Accept that failure to submit proof of authorization to sign the BID shall result in the BID offer being regarded as non-responsive.</u></p>
6	<p>Information and data to be completed in all respects</p> <p>Accept that BID offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as nonresponsive.</p>
7	<p>Canvassing and obtaining of additional information by Bidders</p> <p>The Bidder shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his BID, after the opening of the Bids but prior to the Employer arriving at a decision thereon.</p> <p>The Bidder shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of Bids.</p>
8	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a BID to a person -</p> <ol style="list-style-type: none"> who is in the service of the state; or if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or a person who is an advisor or consultant contracted with the Department or municipal entity. <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> a member of:- <ol style="list-style-type: none"> any municipal council; any provincial legislature; or the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an official of any Department or municipal entity; an employee of any national or provincial department; provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the BID of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p>Awards to close family members of persons in the service of the state</p> <p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including -</p> <ol style="list-style-type: none"> the name of that person; the capacity in which that person is in the service of the state; and the amount of the award. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the BID of persons in service of state in part T2 of this procurement document must be completed.</p>
10	<p>Respond to requests from the Bidder</p>



	The employer will respond to requests for clarification up to 5 (five) working days before the BID closing time.
11	Opening of BID submissions Bids will be opened immediately after the closing time for Bids
12	Scoring quality / functionality: N/A
13	Cancellation and re-invitation of Bids An organ of state may, prior to the award of the BID, cancel the BID if- (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 Bids are received. (d) BID validity period has expired. (e) Gross irregularities in the BID process and/or BID documents. Where applicable, the decision to cancel the BID will be published in the CIDB website and in the BID Bulletin or the media in which the original BID invitation as advertised.
14	Dispute resolution mechanism will be done through the Adjudication route.
15	The department must when acting against the Bidder or person awarded the contract on a fraudulent basis, consider 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.
17	The duration of the contract shall be Twenty four (24) months from the commencement date and the penalties will be based on the NEC 3 (Term Service Contract).



T2.1 List of Returnable Documents

The Bidder must complete the following returnable documents:

1 Returnable **Schedules required for bid evaluation purposes**

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

2 Other **documents required for bid evaluation purposes**

- Form of Offer and Acceptance
- Final Summary and Bills of Quantities
- SBD 1, 4, 6.1 and 6.2
- Certified copy of B-BBEE Status Level Verification certificate OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths (**Annexure B**)
- Project References – at least 1 (if applicable)
- Record of projects: past

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

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



PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE					
BID NUMBER:	SCMU5-22/23-0081	CLOSING DATE:	06 SEPTEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	MECHANICAL TERM CONTRACT FOR PRESTIGE BUILDINGS IN BHISHO/E.L AND KWT (MAINTENANCE OF AIR CONDITION AND REFRIGERATION FOR A PERIOD OF 24 MONTHS)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, INDEPENDENCE AVENUE,GROUND FLOOR,QHASANA BUILDING,BHISHO,5605					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON	Mr L. Sodinga	
TELEPHONE NUMBER	040 602 4000		TELEPHONE NUMBER	040 602 4197	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	supply.chain@ecdpw.gov.za		E-MAIL ADDRESS	Lwandise.Sodinga@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]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No	
[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, COMPLETE THE QUESTIONNAIRE BELOW]	
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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:



Compulsory Enterprise Questionnaire

A

Compulsory Enterprise questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

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

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

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

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

Signed

Date

Name

Position



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.

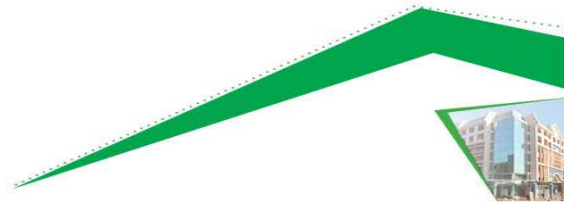
2. Bidder's declaration

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 institution	State

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



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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

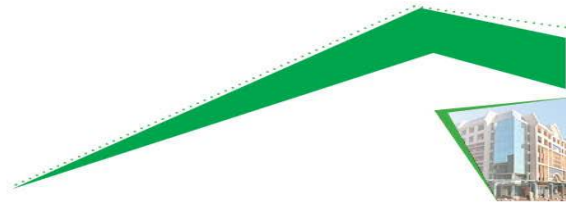
.....
.....

3 DECLARATION

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

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

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.

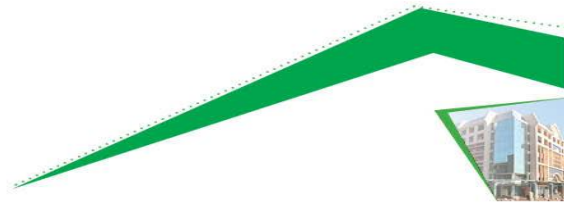


except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

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



SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this BID (*delete Whichever is not applicable for this BID*).

1.3 Points for this bid shall be awarded for:

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

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

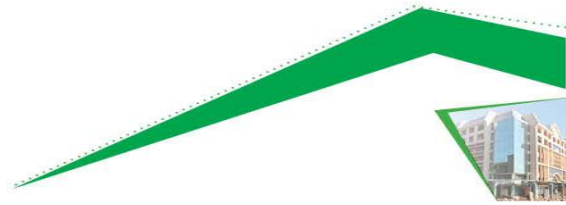
	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;



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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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



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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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



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

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

WITNESSES

1.

2.

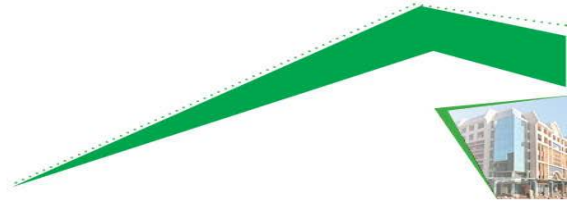
.....
 SIGNATURE(S) OF BIDERS(S)

DATE:

ADDRESS

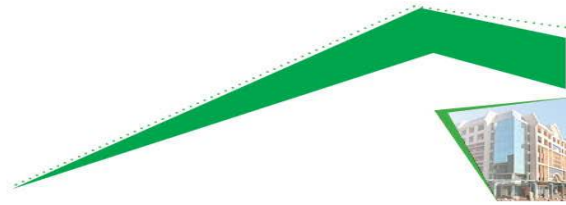
.....

.....



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

(IF APPLICABLE, ATTACH HERE)



SWORN AFFIDAVIT

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

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

PLEASE NOTE:

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



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

I, the undersigned,

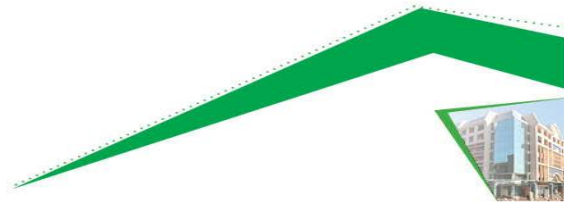
Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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



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

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

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

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp



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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization-</p> <p>i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior</p>

3. I hereby declare under Oath that:

The Enterprise is _____% **Black Owned** as per Amended Code Series CSC000 of the

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

Amended by Act No 46 of 2013,

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



- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____(DD/MM/YYYY), the annual Total Revenue was between 10 million (ten Million Rands) and less than R50,000,000.00 (fifty Million Rands).
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp



SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

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



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

<u>Bills No.</u>	<u>Description of services, works or goods</u>	<u>Unit (e.g. m2, m3, ton, etc)</u>	<u>Quantity</u>	<u>Stipulated minimum threshold %</u>
page 94 bill 6	Chilled water pump 7,5 kw	Centrifugal Pump	2	70%
Page 94-bill 6	Condenser water pump 7,5 kw	Centrifugal Pump	2	70%
Page 91 bill 2	High visibility overalls to SARTSM Chapter 13 Level 3	-	10	100%
Page 91 bill 2	Protective foot wear	-	10	100%

3. Does any portion of the goods or services offered?
have any imported content?
(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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



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

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

IN RESPECT OF BID NO.

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

NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.



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

SIGNATURE: _____

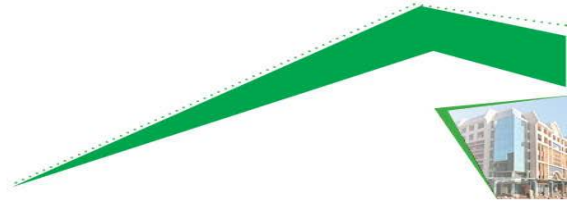
DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



ANNEXURE C

Annex C



Province of the

BOTSWANA

Local Content Declaration - Summary Schedule

Public Works & INFRASTRUCTURE

Tender No. SCMB/12/19-008

(C2) Tender description: Mechanical term contract for Prestige building- in Bhisbo, KWT and EL

(C3) Designated product(s) : Pumps and protective clothing

(C4) Tender Authority: Department of Public Works

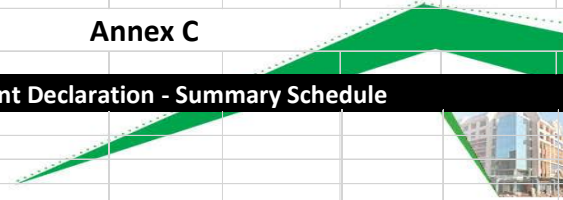
(C5) Tendering Entity name:

(C6) Tender Exchange Rate:

(C7) Specified local content % 100%

Pula EU GBP

Note: VAT to be excluded from all calculations



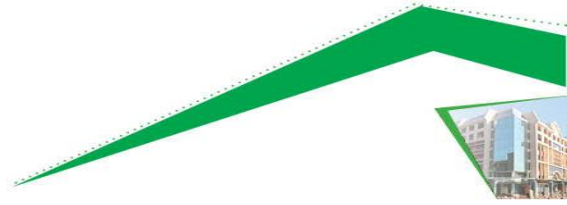
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Unit of measurement	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)
Page 94	Condenser water pump 7kw Centrifugal pump						70%	No	2			
Page 94	Chilled water pump 7kw Centrifugal pump						70%	No	2			
page 91	Protective foot wear :						100%	No	10			
page 91	High visibility overalls						100%	No	10			

(C23) Total Imported content

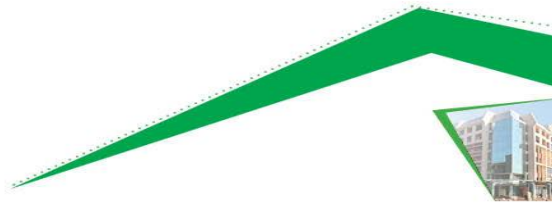
(C24) Total local content

(C25) Average local content % of tender

Date:



ANNEXURE D



Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.: SCMU5-22/23-0081
 (D2) Tender Description: Mechanical term Contract for Prestige buildings in Bhisho, KWT and EL
 (D3) Designated product(s): Pumps and Protective clothing
 (D4) Tender Authority: Department of Public Works
 (D5) Tendering Entity name:
 (D6) Tender Exchange Rate: Pula EU R 9,00 GBP R 12,00

Note: VAT to be excluded from all calculations

A. Exempted imported content

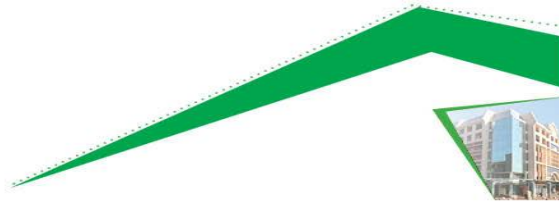
A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred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

(D19) Total exempt imported value

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

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



(D32) Total imported value by tenderer

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

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content					
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)

(D45) Total imported value by 3rd party

D. Other foreign currency payments

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

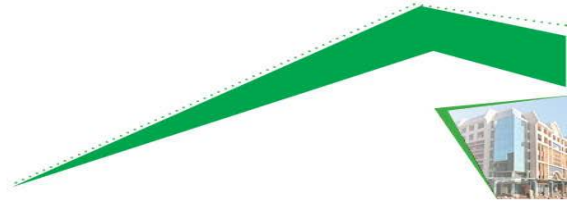
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

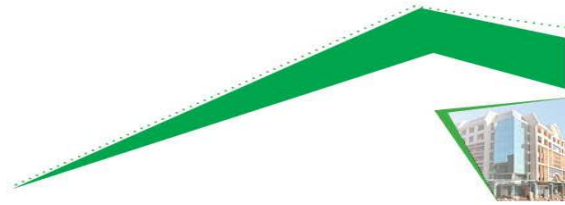
Date: _____

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

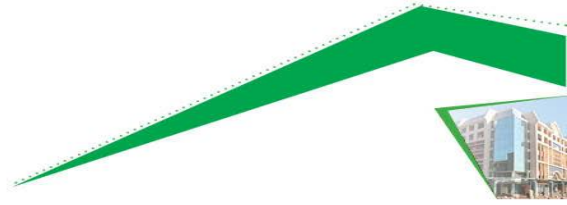
This total must correspond with Annex C - C 23



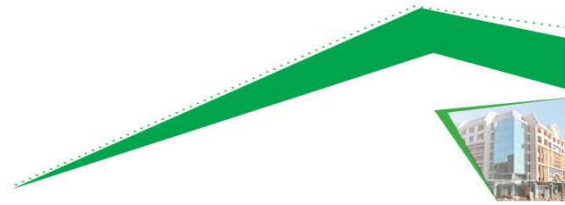
ANNEXURE E



Local Content Declaration - Supporting Schedule to Annex C				
(E1)	Tender No. <input type="text" value="SCMU5-22/23-0081"/>		Note: VAT to be excluded from all calculations	
(E2)	Tender description: Mechanical term contract for Prestige buildings			
(E3)	Designated products: Pumps and Protective clothing			
(E4)	Tender Authority: Department of Public Works & Infra			
(E5)	Tendering Entity name: <input type="text"/>			
	Local Products (Goods, Services and Works)	Description of items purchased (E6)	Local suppliers (E7)	Value (E8)
		Chilled water Pumps 7kw Centrifugal		
		Condenser pump 7kw Centrifugal		
		Protective foot wear		
		High Visibility overalls		
		(E9) Total local products (Goods, Services and Works)		
(E10)	Manpower costs	(Tenderer's manpower cost)		<input type="text"/>
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)		<input type="text"/>
(E12)	Administration overheads and	(Marketing, insurance, financing, interest etc.)		<input type="text"/>
		(E13) Total local content		<input type="text"/>
		This total must correspond with Annex C - C24		
	Signature of tenderer from Annex B			
	<input type="text"/>			
	Date: <input type="text"/>			



EXEMPTION LETTER



PROCESS WHEN REQUESTING EXEMPTION LETTERS

For exemption requests on designated products and the minimum threshold for local content cannot be met for various reasons, bidders must apply for exemption per tender. After checking with the industry, the dti will decide whether to grant an exemption or not.

In the official request (signed letter), the following information should be included:

- Procuring entity/government department/state owned company.
- Tender/bid number.
- Closing date.
- Item(s) for which the exemption is being requested for.
- Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met.
- Reason(s) for the request.
- Supporting letters from local manufacturers and suppliers.

NB - Exemption letters are tender specific and applications are not transferrable.

The turnaround time in response to exemption letters for all designated products is five working days with the exception of rail and boats/vessels which is seven working days.

Request for exemption letters are to be directed to:

Dr Tebogo Makube

Chief Director: Industrial Procurement

Tel: 012 394 3927

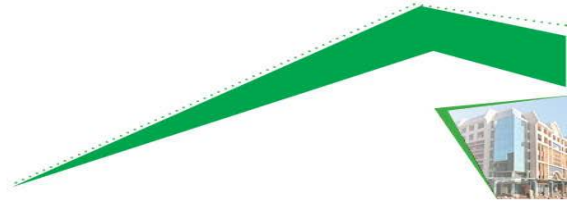
E-mail: tmakube@thedti.gov.za.

The turnaround time in response to textile, clothing, leather and footwear exemption letters request is two working days and requests are to be directed to:

Patricia Khumalo

Tel: 012 394 1390

E-mail: khumaloP@thedti.gov.za



EXAMPLE
ANNEXURE C, D & E ON LOCAL CONTENT AND PRODUCTION



DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

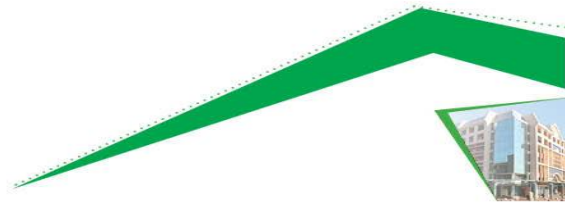
x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

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



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

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

YES NO

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

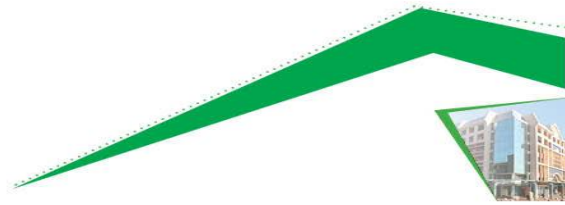
The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	R14 / \$1
Pound Sterling	R19.50 / 1 pound
Euro	R14.10 / 1 Euro
Yen	R0.50/ 500Yens
Other	

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

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



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

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

IN RESPECT OF BID NO. SCMU5-18/19-0888.....

ISSUED BY: (Procurement Authority / Name of Institution):
DEPARTMENT OF PUBLIC WORKS.....

NB

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

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

- (f) The facts contained herein are within my own personal knowledge.
- (g) I have satisfied myself that:
 - (ii) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (h) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:


Bid price, excluding VAT (y)	R 370 940
Imported content (x), as calculated in terms of SATS 1286:2011	R 62 868
Stipulated minimum threshold for local content (paragraph 3 above)	100%+85%
Local content %, as calculated in terms of SATS 1286:2011	83.05%


If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.




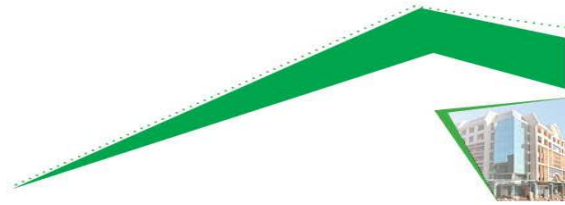
(i) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE: _____  _____ **DATE: 23 Oct 2018** _____

WITNESS No. 1 _____  _____ **DATE: 23 Oct 2018** _____


WITNESS No. 2 _____  _____ **DATE: 23 Oct 2018** _____

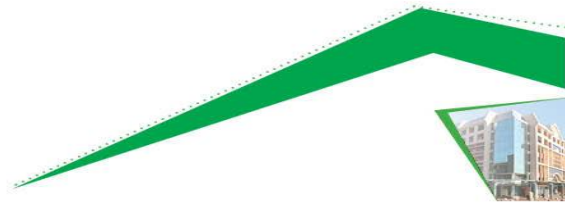


SATS 1286.2011

Annex C


Local Content Declaration - Summary Schedule

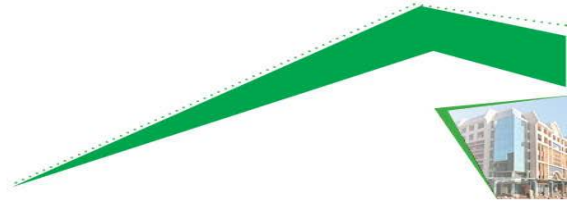
(C1) Tender No.	SCMUS-18/19-0888		Note: VAT to be excluded from all calculations									
(C2) Tender description:	Construction of BHISHO JSS School											
(C3) Designated product(s)	Steel Products and Structures and Furniture											
(C4) Tender Authority:	Department of Public Works (EC)											
(C5) Tendering Entity name:	IPHONDO CONSTRUCTION (PTY) LTD											
(C6) Tender Exchange Rate:	Pula	GBP										
(C7) Specified local content %	100% and 85%											
Calculation of local content												
Tender item no's	List of items	Tender price (excl. VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Unit of measurement	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
53,34,50	Mild steel reinforcement to structural concrete work: 12 mm diameter bars	R 35.00	R 0.00	R 35.00	R 0.00	R 35.00	100%	tonnes	261.96	R 9168	R 0	R 0
54,35	Mild steel reinforcement to structural concrete work: 10mm diameter bars	R 23.00	R 0.00	R 23.00	R 0.00	R 23.00	100%	tonnes	240.00	R 5520	R 0	R 0
25	Furniture Highback Chair	R 1 600.00	R 0.00	R 1 600.00	R 240.00	R 1 360.00	85%	No.	261.96	R 356252	R 0	R 62 868
(C20) Total tender value										R 370 940		
(C21) Total Exempt imported content										R 0		
(C22) Total Tender value net of exempt imported content										R 370 940		
(C23) Total Imported content										R 62 868		
(C24) Total local content										R 308 072		
(C25) Average local content % of tender										83.05%		
Signature of tenderer from Annex B												
												
Date: 24-Oct-18												



Annex D												SATS 1286.2011	
Imported Content Declaration - Supporting Schedule to Annex C													
(D1) Tender No.	SCMU5-18/19-0888					Note: VAT to be excluded from all calculations							
(D2) Tender description:	Construction of BHISHO JSS School												
(D3) Designated Products:	Furniture products												
(D4) Tender Authority:	Department of Public Works (EC)												
(D5) Tendering Entity name:	IPHONDO CONSTRUCTION (PTY) LTD												
(D6) Tender Exchange Rate:	Pula		EU		GBP								
A. Exempted imported content						Calculation of imported content						Summary	
Tender Item no's	Description of Imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted Imported value		
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
(D19) Total exempt Imported value										R 0			
This total must correspond with Annex C - C 21													
B. Imported directly by the Tenderer						Calculation of imported content						Summary	
Tender Item no's	Description of Imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total Imported value		
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a				
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a				
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a				
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a				
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a				
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a				
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a				
(D32) Total Imported value by tenderer										R 0			
C. Imported by a 3rd party and supplied to the Tenderer						Calculation of imported content						Summary	
Description of Imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total Imported value		
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)		
25	2mm Material fabric of a High back chair (1m x 2m)	No.	Walton Chinese fabric	\$12.00	R 14.00	R 168.00	R 37.00	R 35.00	R 240.00	262	R 62 888		
(D45) Total Imported value by 3rd party										R 62 888			
D. Other foreign currency payments				Calculation of foreign currency payments						Summary of payments			
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange							Local value of payments		
(D46)	(D47)	(D48)	(D49)	(D50)							(D51)		
EFT	FNB	Walton Chinese fabric	\$12	R 14.00							R 168		
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party													
Signature of tenderer from Annex B													
(D53) Total of Imported content & foreign currency payments - (D32), (D45) & (D52) above													
R 62 888													
This total must correspond with Annex C - C 23													
Date:	24-Oct-18												



				SATS 1286.2011
Annex E				
Local Content Declaration - Supporting Schedule to Annex C				
(E1)	Tender No.	SCMU5-18/19-0888		
(E2)	Tender description:	Construction of Bhisho JSS	<div style="border: 1px solid black; padding: 5px;"> <p>Note: All to be excluded from all calculations</p> </div>	
(E3)	Designated products:	Steel Products and Structures		
(E4)	Tender Authority:	Department of Public Works (EC)		
(E5)	Tendering Entity name:	Phondo Construction		
	Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value % of Total
		(E6)	(E7)	(E8)
		Mild steel reinforcement to structural concrete work: 12 mm diameter bars	RC Steel (Pty) Ltd	R 8 050
		Mild steel reinforcement to structural concrete work: 10 mm diameter bars	RC Steel (Pty) Ltd	R 4 500
		Furniture High back Chair	Budget Joshua Home Furniture	R 289 166
		(E9) Total local products (Goods, Services and Works)		R 301 716
(E10)	Manpower costs	(Tenderer's manpower cost)		R 2 500
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)		R 1 500
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)		R 2 356
			(E13) Total local content	R 308 072
			This total must correspond with Annex C - C24	
	Signature of tenderer from Annex B			
				
	Date:	24-Oct-18		



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

(ATTACH HERE)



VALID CIDB CERTIFICATE OF A BIDDER
(ATTACH HERE)



Annexure F
(normative)
FORM OF OFFER AND ACCEPTANCE

Project title	MECHANICAL TERM CONTRACT FOR PRESTIGE BUILDINGS IN BHISHO/E.L AND KWT (MAINTENANCE OF AIR CONDITION AND REFRIGERATION FOR A PERIOD OF 24 MONTHS)
SCMU number	SCMU5-22/23-0081

OFFER

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

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

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

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

.....Rand (in words);

R(in figures) (or other suitable wording)

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

Signature(s) _____

BID'sName(s) _____

AuthorizedPerson
(Names _____

Address of the Bidder:

Witnesses (Signatures):

1. _____ Date: _____

2. _____ Date: _____



ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing data

Part C3 Scope of work.

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

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

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

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

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

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



C

RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	MECHANICAL TERM CONTRACT FOR PRESTIGE BUILDINGS IN BHISHO/E.L AND KWT (MAINTENANCE OF AIR CONDITION AND REFRIGERATION FOR A PERIOD OF 24 MONTHS)
SCMU NUMBER	SCMU5-22/23-0081

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

Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed Date

Name Position

Bidder



D

PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

PROJECT TITLE	MECHANICAL TERM CONTRACT FOR PRESTIGE BUILDINGS IN BHISHO/E.L AND KWT (MAINTENANCE OF AIR CONDITION AND REFRIGERATION FOR A PERIOD OF 24 MONTHS)
SCMU NUMBER	SCMU5-22/23-0081

Page	Clause /Item	Proposal

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

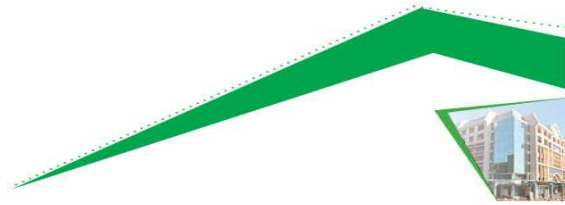
Signed

Date

Name

Position

Enterprise name



E

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 BID for Contract No. _____

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

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

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



F
CERTIFICATE OF AUTHORITY FOR JOINT VENTURES –N/A

This Returnable Schedule is to be completed by joint ventures.		
We, the undersigned, are submitting this BID offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the BID offer and any contract resulting from it on our behalf.		
PROJECT TITLE	MECHANICAL TERM CONTRACT FOR PRESTIGE BUILDINGS IN BHISHO/E.L AND KWT (MAINTENANCE OF AIR CONDITION AND REFRIGERATION FOR A PERIOD OF 24 MONTHS)	
SCMU NUMBER	SCMU5-22/23-0081	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....



G

CAPACITY OF THE BIDDER

PROJECT TITLE	MECHANICAL TERM CONTRACT FOR PRESTIGE BUILDINGS IN BHISHO/E.L AND KWT (MAINTENANCE OF AIR CONDITION AND REFRIGERATION FOR A PERIOD OF 24 MONTHS)
SCMU NUMBER	SCMU5-22/23-0081
<p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. (where applicable as per bid conditions)</p> <p><i>Artisans and Employees: (Artisans and Employees to be ,or are ,employed for this project)</i></p>	

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Site Agent		
	Project Manager		
	Foreman		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans		
	Unskilled employees		
	Others		

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

Signed:	Date
Name:	Position

Enterprise
Name:



H

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Bidders must submit a description of at least one project successfully completed

The description of each project must include the following information:

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

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	OF	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 Bidder are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed.....

Date.....

..

Name.....

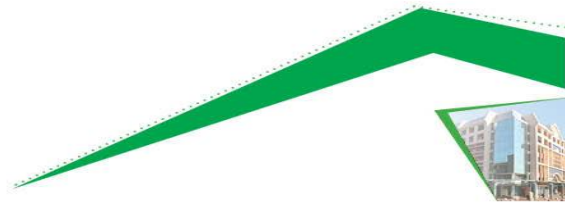
Position.....

....

....

Enterprise name.....

...



I

RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS IF APPLICABLE

Bidders must submit description of at least one project under construction/ on hold/ just handed over/ towards completion (if they exist).

The description of each project must include the following information:

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

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

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

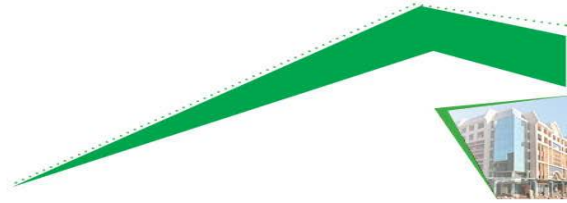
Signed

Date

Name

Position

Enterprise name



J

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

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

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

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

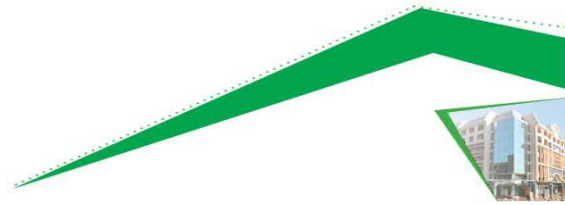
Signed

Date

Name

Position

Enterprise name



SCHEDULE OF BIDDER'S LITIGATION HISTORY

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

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

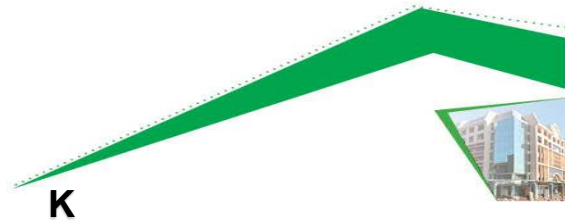
Signed

Date

Name

Position

Bidder name



K

Project Reference Forms - 1

Project title:	MECHANICAL TERM CONTRACT FOR PRESTIGE BUILDINGS IN BHISHO/E.L AND KWT (MAINTENANCE OF AIR CONDITION AND REFRIGERATION FOR A PERIOD OF 24 MONTHS)
Project Number:	SCMU5-22/23-0081

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

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

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

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

B. Would you consider / recommend this Bidder again:

YES	NO

C. Any other comments:



D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

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

Signature of principal agent

<p>COMPANY STAMP</p>

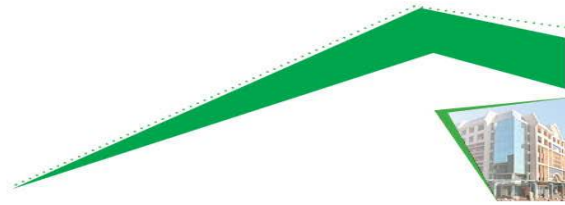
NOTE:

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 Bidder to put referees who are reachable.

 Name of Bidder

 Signature of Bidder

 Date



N BASELINE RISK ASSESSMENT

PROJECT TITLE	MECHANICAL TERM CONTRACT FOR PRESTIGE BUILDINGS IN BHISHO/E.L AND KWT (MAINTENANCE OF AIR CONDITION AND REFRIGERATION FOR A PERIOD OF 24 MONTHS)
SCMU NUMBER	SCMU5-22/23-0081
PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
New Installation	Implementation of the approved risk assessment and employees	Electric Shock	N/A		PPE, Use of Scaffolding
Installation	Working on heights	Falling from Heights	N/A		PPE, Use of Scaffolding
Installation	Fire and explosion	Live lost and injuries	Smoke, Damage to property and environment	Dust inhalation	Use of PPE, guarding off site on work areas
Location, exposing & protection of the unknown existing services	Exposure to water, electrical, HVAC services	Long term breathing problems	Construction activities, vibration, dust	Air pollution	Use of PPE, guarding off site on work areas

You can list all activities on a separate page to address this issue (the above table is just for reference purposes). The contractor acknowledges and confirms that the above mentioned points will be observed when undertaking safety requirements.

Signed

Date

Name

Position

Enterprise name



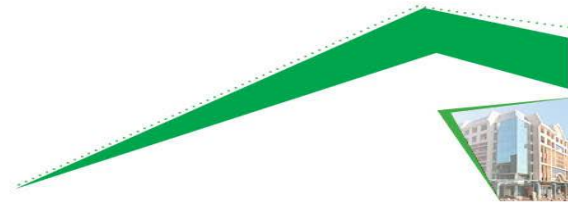
A. EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL

PROJECT NAME	MECHANICAL TERM CONTRACT FOR PRESTIGE BUILDINGS IN BHISHO/E.L AND KWT (MAINTENANCE OF AIR CONDITION AND REFRIGERATION FOR A PERIOD OF 24 MONTHS)
PROJECT DESCRIPTION (SCOPE)	MAINTAIN, REPAIR AND INSTALL AIR CONDITION AND REFRIGERATION
SCMU NUMBER	SCMU5-22/23-0081
CONTRACTOR NAME:	

1. Below is the list of building material which must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
2. On monthly basis, the contractor will report the purchasing of any of this material.
3. The report will then be communicated to PT & OTP on quarterly basis or in whichever intervals, as prescribed by PT & OTP.

B. BUILDING MATERIAL LISTS– BUILDING RELATED STRUCTURES (NEW, REFURBISHMENTS & RENOVATIONS) IF APPLICABLE

C. ITEM	BUILDING MATERIAL (TYPE)	QUANTITY	ESTIMATE AMOUNT (Rands)
1	Air Condition 12 000 BTU Split unit		
2	Air Condition 15 000 BTU Split unit		
3	AAA Batteries		
4	Thermostat		
5	Compressor		
6	Capacitor		
7	Universal remote controllers		
TOTAL			



PART C1.2 CONTRACT DATA

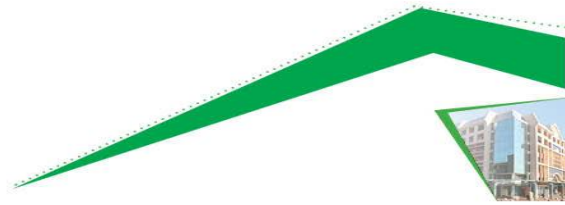
Tender No : SCMU5-22/23-0081

Project title:	MECHANICAL TERM CONTRACT FOR PRESTIGE BUILDINGS IN BHISHO/E.L AND KWT
Tender No:	SCMU5-22/23-0081

Part 1– Data provided by the Employer

Clause	Statement	Data
1. General		
	The conditions of contract are the core clauses and the clauses for main Option: dispute resolution Option and secondary Options	<p>A Priced contract with price list</p> <p>W1 Dispute resolution procedure</p> <p>X1 Price adjustment for inflation</p> <p>X13 Performance Bond</p> <p>X17 Low service damages</p> <p>X18 Limitation of liability</p> <p>X19 Task Order</p> <p>X20 Key Performance Indicators</p>
of the NEC3 Term Service Contract (April 2013)		

10.1	The Employer is (name):	Eastern Cape Department of Public Works & Infra
	Address	Department of Public Works and Infrastructure 3 rd Floor. Office 3-46 Independence Avenue Qhasana Building 5605
	Represented By:	
	Tel No.	
	Fax No.	

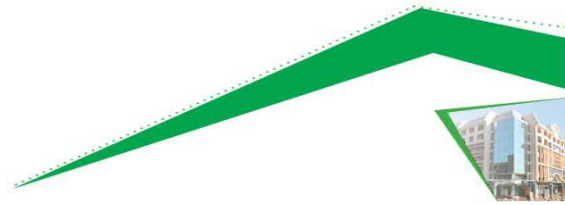


10.1	The Service Manager is (name): Address Tel e-mail	
The Service Manager is (name):		
11.2(2)	The Affected Property is	Various Public works Facilities in the Eastern Cape Bhisho , KWT and EL
11.2(13)	The service is	Scheduled and Re-active Maintenance and new Installations of HVAC System
11.2(14)	The following matters will be included in Risk register	N/A
11.2(15)	The Service Information is in	The Contract Part 1: Service Information - Scope of Works. Works Information and all documents and drawings to which it makes reference.
12.2	The law of the contract is the law of	the Republic of South Africa
13.1	The language of this contract is	English
13.2	The period for reply is	7 days

2. The Contractor's responsibility (If the optional statement for this section is not used, no data will be required for this section)		
21.1	The Contractor submits a first Plan for	2 weeks of the Contract Date acceptance within

3. Time		
30.1	The starting date is	at the Site Handover Meeting Date
30.2	The service period is	24 Months

4. Testing and defects	Special testing may be requested by the Service Manager.
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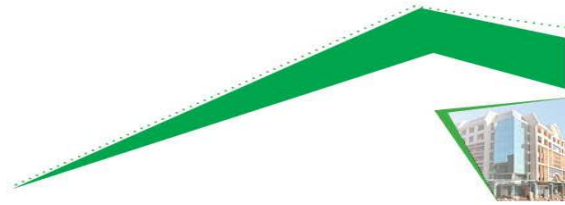


5. Payment		
50.1	The assessment interval is	Monthly
51.1	The currency of this contract is the	South African Rand
51.2	The period with which payments are made is	30 Days after submission of a valid TAX Invoice to the Employer
51.4	The interest rate is	(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the South African Reserve Bank (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands

6. Compensation Events		(if the optional statement for this section is not used, no data will be required for this section)
These are additional compensation		N/A events

7. Use of Equipment Plant and Materials	No data is required for this section of the conditions of contract.
---	---

8. Risks and Insurance		
80.1	These are additional Employer's risks	N/A
83.1	The Employer provides these insurances from the Insurance Table	N/A
83.1	The Employer provides these additional insurances	N/A
83.1	The minimum amount of cover for insurance against loss and damage caused by the Contractor to the Employer's property is	R 5 000 000.00
83.1	The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the Employer to an amount of	R 5 000 000.00
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service for any one event is:	R 5 000 000.00

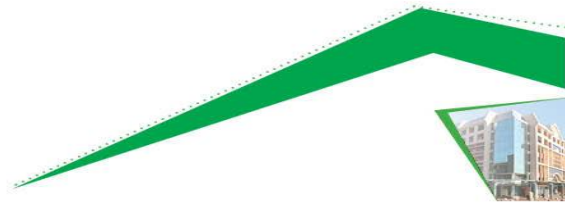


83.1	The Minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R 5 000 000.00
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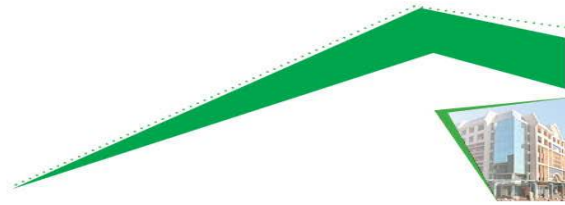
9. Termination	No data is required for this section of the conditions of contract.
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10. Data for main Option Clauses		
A	Priced Contract with Price List	Option A
20.5	The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals of no longer than	4 Weeks

11. Data for Option W1		
W1.1	The Adjudicator is (Name) Address Tel. No, Fax No. Email	The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the party intending to refer a dispute to him. (See www.icesa.org.za)
W1.2(3)	The Adjudicator nominating body is:	The Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering
W1.4(2)	The Tribunal is:	Arbitration
W1.4(5)	The Arbitration Procedure is	The latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (South Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organization who will choose an arbitrator	The Chairman for the time being or his nominee of the Association of Arbitrators (South Africa) or its successor body.
	-If the Parties cannot agree a choice or -If the procedure does not state who selects an arbitrator, is	



12. Data for Secondary Option		Cluses															
X1	Price Adjustment for Inflation																
X1.1	The base date for indices is	Tender Closing Date															
	The proportions used to calculate the Price Adjustment Factor are:																
	Note: Requirements for CPA/Price inflation is that Prices must be Fixed and Firm for the First 12 months of the contract and only subject to escalation thereafter. A minimum of 10% of the contract price / prices is not adjustable throughout the life of the contract																
		<table border="1"> <thead> <tr> <th>Proportion</th> <th>Linked to Index for</th> <th>Index prepared by (Source)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Non-Adjustable**</td> <td></td> </tr> <tr> <td>100%</td> <td></td> <td></td> </tr> </tbody> </table>	Proportion	Linked to Index for	Index prepared by (Source)								Non-Adjustable**		100%		
Proportion	Linked to Index for	Index prepared by (Source)															
	Non-Adjustable**																
100%																	
X13	Performance Bond																
X13.1	The Contractor gives the Employer a	The Tenderer must provide a Performance Bond in the performance bond form of a Fixed Performance Guarantee by means of a Bank Guarantee, or from an Insurer approved by the															
		Service Manager, in the amount of 2.5% of the Awarded Contract Value, once the Contract has been awarded to him. This Bond must be given to the Employer with in four (4) weeks of the Contract Date.															
X17	Low Service Damages																
X17.1	The service level table is in	As per Demerit Table in Contact Data – Annexure CD1															
X18	Limitation of Liability																
X18.1	The Contractor’s liability to the Employer for indirect or consequential loss is limited to	R0.0 (zero Rand)															
X18.2	For any one event, the Contractor’s liability to the Employer for loss of or damage to the Employer’s property is limited to	R2 500 000.00															
X18.3	The Contractor’s liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date And R2 500 000 															
X18.4	The Contractor’s liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	N/A															



X18.5	The end of liability date is	3 Months after the end of the Service Period.
X19	Task Order The Contractor submits a Task Order programme to the Service Manager within	Authorization to commence with any Task will be done by Task Order. This Task Order will be issued to the Contractor by the Service Manager. Maintenance Turn- around times are stated in the Works Instructions under specification clause GM7.
X20	Key Performance Indicators	Key performance Indicators will be used to monitor Contractor performance on a monthly basis



- Part Two – Data provided by the Contractor

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Tel No. Fax No.	
11.2(8)	The Direct Fee Percentage is	_____ %
	The Subcontracted Fee Percentage Is	_____ %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the Contractor's plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The Key Persons are: Name : Job : Responsibilities : Qualifications : Experience	
	Name : Job : Responsibilities : Qualifications : Experience	
		CV's and further key person's data are in _____
A	Priced Contract with Price List	
11.2(12)	The price list is in	



11.2(19) The tendered total of the Prices is

X1 Price adjustment for inflation

X1.1

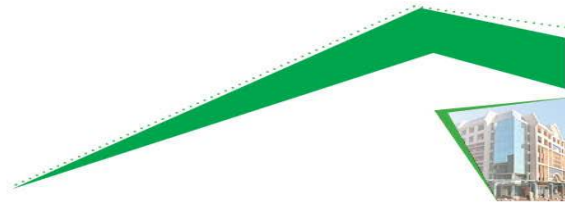
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	Non-Adjustable**	
100%		



Annexure CD1 – Demerit Table and Penalty Calculation System

Project title:	MECHANICAL SCHEDULED MAINTENANCE CONTRACT–
Bid No:	SCMU5-22/23-0081

Attach document here



ANNEXURE CD1: DEMERIT TABLE AND PENALTY CALCULATION SYSTEM

If the Contractor fails to remedy any sub-standard work within the time frame stipulated by the Service Manager, the conditions as per GM 3.1 will apply.

The contractor will incur demerit points for specific measurable poor performance incidents which can lead to the early termination of the Contract as described below.

DESCRIPTION	DEMERIT POINT
Failure to submit the Functional Condition Assessment Report by the due date	1 point/ week that the report is late
Exceeding the maximum allowable response and resolve time for a P1 Breakdown	3 points/ incident
Exceeding the maximum allowable response and resolve time for a P2 Breakdown	2 points/ incident
Exceeding the maximum allowable response and resolve time for a P3 or P4 Breakdown	1 point/ incident
Not meeting the Planned Maintenance Performance KPI	1 point/ incident
Not meeting the Rework Rate KPI	1 point/ incident
Not meeting the Contractor Contactability KPI	1 point/ incident



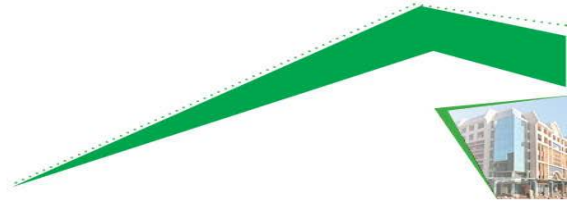
The demerit points will accumulate and trigger the following actions:

ACCUMULATED DEMERIT POINTS	ACTION
6	Service Manager to discuss Contractor's performance deviation and agree on improvement measures. If improvement measures are successful and the Contractor has been consistently meeting the required KPI targets for the following two months, the demerit points can be cancelled by the Service Manager.

12	Service Manager to issue notice that Contractor is in Breach of Contract and that Contract Can be terminated if the Contractor does not improve his performance in line with the agreed improvement measures.
15	Service Manager to Terminate Contract as per Clause 9 of the NEC3 Term Service Contract.

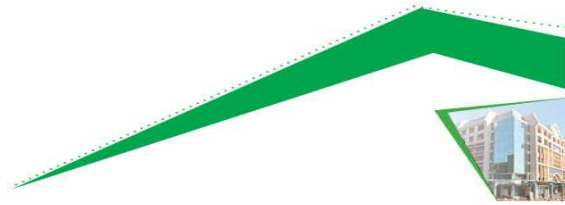
Poor performance by the Contractor due to late payments by the Employer will not incur demerit points.

Financial penalties, as per the requirements of Secondary Options Clause X17, will be applied on the effected payments at 1% penalty per demerit point by the Service Manager, in the month that the demerit points are allocated to the Contractor.



Annexure CD2 – Key Performance Indicator Listing

Project title:	SCHEDULED MAINTENANCE CONTRACT & NEW INSTALLATIONS – HVAC
Bid No:	SCMU5-22/23-0081



ANNEXURE CD2: KEY PERFORMANCE INDICATOR LISTING

The following Key Performance Indicators (KPI's) will be applicable to this Contract and must be monthly updated and reported on by the Service Manager:

KPI Name	KPI Equation	Frequency	Target
Emergency Job Rate	$= \frac{\text{Total Number of Emergency Jobs Done}}{\text{Total Number of Jobs Done}} \times 100\%$	Monthly	<10%
Planned Maintenance Performance	$= \frac{\text{Total Number of Scheduled Planned Maintenance Jobs Completed}}{\text{Total Number of Planned Maintenance Jobs Scheduled}} \times 100\%$	Monthly	100%
Cost Estimation Accuracy	$= \frac{\text{Total Actual Cost of Work}}{\text{Total Estimated Cost Of Work}} \times 100\%$	Monthly	100%
Response Performance	$= \frac{\text{Number of Service Calls Completed within Targeted Response Time}}{\text{Total Number of Service Calls}} \times 100\%$	Monthly	100%
Rework Rate	$= \frac{\text{Number of Jobs Requiring Rework}}{\text{Total Number of Jobs Done}} \times 100\%$	Monthly	0%
SHEQ	= Number of SHEQ Incidents Involving the Contractor	Monthly	0
Contractor Contactability	= Number of Times that Contractor was not Contactable by the Call Centre	Monthly	0

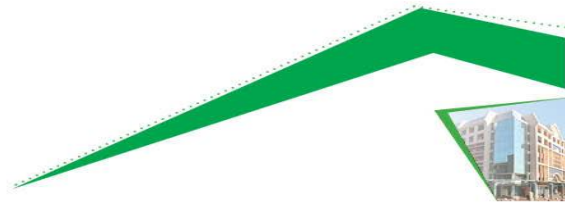
The Service Manager must also ensure that the following items are routinely inspected and reported on by the Site Representative for each Health Facility:

1. Compliance with general maintenance requirements as specified in the Service Information.
2. Manner in which preventative and corrective maintenance is carried out.
3. Manner in which the Maintenance Control Plan is implemented and updated.
4. Manner in which Task Orders received from the Service Manager is dealt with.



5. Manner in which records are kept as required by the Service Information as well as the Occupational Health and Safety Act, Act No 85 of 1993 as amended.
6. Quality of services carried out for the month prior to the inspection.

Note: The aim of the above inspection is to determine that all the requirements of the specification have been complied with. Should the Service Manager believe that one or more maintenance items referred to above, have been neglected or totally ignored by the Contractor he may decide to implement demerit points as penalty as per X17 for each type of non-compliance found during the inspection.



SCOPE OF WORK (TERMS OF REFERENCE)

All prospective tenderers are to note that installation air-conditioning equipment that has to conform to the standards.

All traders damaged whether by fault of the lift or while installation or removal the air condition will be the responsibility of the successful tenderer to make good to match exiting trades.

The contractor shall undertake the new installation of air condition services as detailed below and in accordance with all the relevant specification.

The installation work shall be executed in accordance with all the relevant codes of practices, statutory regulation, standard, regulation, municipal laws and by-laws and manufacturer's specifications and codes of practice

Air Conditioning

Scheduled and re-active Maintenance and new Installations of HVAC System

The Contractor shall supply and install the new air-condition that need to be replaced and remove the old ones. Service the existing plant.

Redundant Equipment

All defective air-condition that been replaced are to be considered redundant and are to be removed from the site by contractor and handed to Public Works

All the work carried out under the 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 install air condition system in order for the building to perform efficiently

1.2 OVERVIEW OF THE WORKS

Mechanical term contract for prestige buildings in Bhisho /EL and KWT (maintenance of air condition and refrigeration for a period of 24 months)

1.3 EXTENT OF THE WORKS

The installation of air condition to be performed and executed shall include, but not be limited to, all the items listed in the schedules below under each heading. These action and findings shall be logged and be reported to the department for assessment as to be carried out under provisional funding.

1.4 LOCATION OF THE WORKS

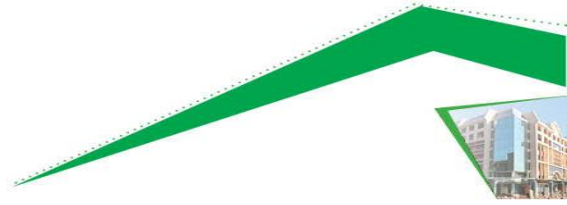
Bhisho, King Williams Town and East London

1.5 TEMPORARY WORKS

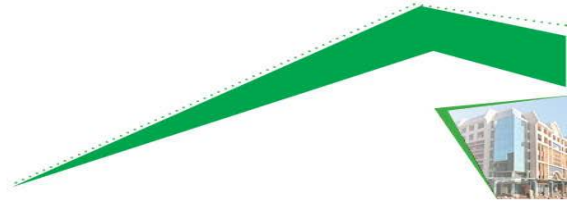
All temporary work to comply with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations

1.6 EMPLOYER'S DESIGN

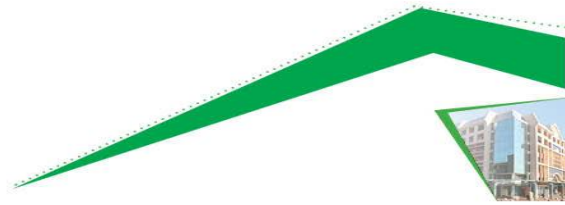
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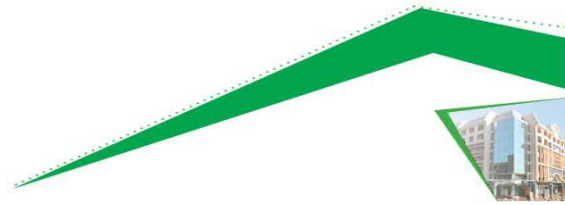


Bills of Quantities



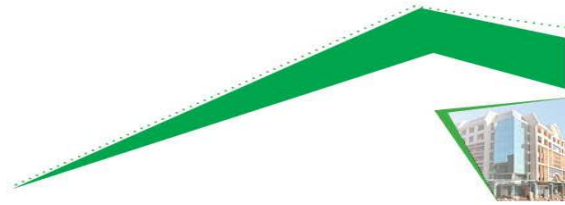
BILL NO 1 PRELIMINARIES AND GENERAL

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.1.0	SCHEDULE1: PRELIMINARY & GENERAL				
1.1.1	FIXED-CHARGE ITEMS				
	Contractual Requirements	Sum			
	Appoint DAIKIN/ LG agent to conduct diagnostic assessment	Sum			
	Remove Contractor's site establishment on completion or interim de-establishment (only on written instruction of Project Manager)	Sum			
				SUB-TOTAL (Carry to the next page)	

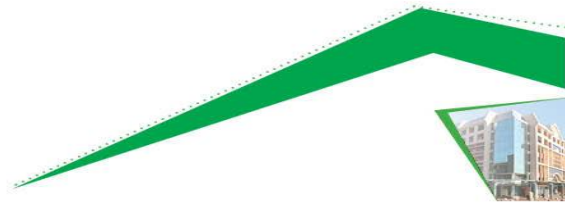


BILL NO 1 PRELIMINARIES AND GENERAL (Cont.....)

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.2.0	TIME-RELATED ITEMS				
1.2.1	Contractual Requirements	Month	24		
1.2.2	Operate and maintain facilities on Site	Month	24		
1.2.3	Facilities for Contractor for duration of service				
	a) Offices and storage sheds	Month	24		
	b) Workshops	Month	24		
	c) Living accommodation	Month	24		
	d) Ablution and latrine facilities	Month	24		
	e) Water Supplies, electric power and communication	Month	24		
1.2.3	Supervision	Month	24		
1.2.4	Company and head office overhead cost	Month	24		
1.2.5	Other time-related obligations	Month	24		
1.2.6	Overheads, mark-up, charges and profit in respect of the obtaining, coordinating and supervision of a specialist subcontractor for specialised activities to be executed under this programme.	Sum			
	.			SUB TOTAL 1 (Carry to final summary)	



BILL NO 2 HEALTH AND SAFETY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2,1	Preparation of the Contractor's site specific Health and Safety Plan	Lump sum	1		
2,2	Principal Contractor's initial obligation in respect of the Occupational Health and Safety Act and Construction Regulations	Lump sum	1		
2,3	Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	month	24		
2,4	Provision of Personal Protective Equipment(PPE)				
	(a) Reflective vests	No	10		
	(b) Hard hats	No	4		
	(c) Protective foot wear	Pairs	10		
	(d) Earplugs	No	20		
	(e) Dust masks	No	20		
	(f) Gloves	Pairs	20		
	(g) High visibility overalls to SARTSM Chapter 13 Level 3	No	10		
	(h) Ear Defenders SABS approved	No	20		
2,5	Cost of medical certificates and medical surveillance				
	(a) Initial (baseline) medical examinations	No	10		
	(b) Periodic and exit examinations	No	10		
	Provision of First Aid Boxes to GSR requirements	No	2		
	(c) Contractor's charges to allow for handling costs and profit in respect of sub items C.06 (a) and (b)	Item			
2,6	Induction training	No	2		
				SUB-TOTAL (Carry to the next page)	



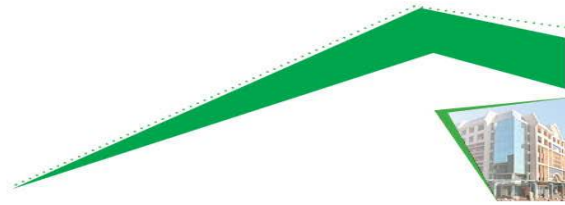
SCHEDULE OF RATES FOR AIR CONDITIONING, REFRIDGERATION AND MAINTENANCE:

3. NEW UNITS: Labour, transportation and all accessories needed to be included in the schedule of rates for all new air condition installations (ALL INVERTER UNITS)

	CAPACITY	TYPE	QTY	RATE	AMOUNT
3,1	9 000 btu R410A	M / Wall Split	5		
3,2	12 000 btu R410A	M / Wall Split	10		
3,3	15 000 btu R410A reverse cycle	Console units	10		
3,4	18000btu R410A	M / Wall Split	8		
3,5	22000btu R410A	M / Wall Split	2		
3,6	36000btu R410A	M / Wall Split	2		
3,7	43000btu R410A	M / Wall Split	4		
3,8	48000btu 14kw R410A inverter	Cassette	2		
3,9	36000btu 11kw R410A inverter	Under ceiling	2		
3,10	48000btu 14kw R410A inverter	Under ceiling	2		
				SUB TOTAL 3 (Carry to final summary)	

4. Service the following units including all accessories (Labour, chemical coil cleaner, re-gas, etc.)

ITEM	Description	Type	QTY	RATE	AMOUNT
4.1	Carry out services to console, split type unit, under ceiling and cassettes from 9000 to 60000 including chemical coil cleaner	each	500		
4.2	Service walk in cold rooms	each	6		
4.3	VRV III/ IV- cassettes	each	20		
				SUB TOTAL 4 (Carry to final summary)	



5. REFRIDGERATION: Supply and Install the following spares when necessary for Defy fridges				
5,1	Fridge Thermostat	QTY	RATE	AMOUNT
5.1.1	Double Door fridge	5		
5.1.2	Single Door fridge	10		
5.1.3	Freezer	4		
5.1.4	Bar fridge	5		
5,2	Compressors			
5.2.1	1/10 hp	6		
5.2.2	1/6 hp	3		
5.2.3	1/5 hp	3		
5,3	Gas			
5.3.1	R600 A 5.5 kg cylinder	1		
5.3.2	R134 A 13.6 cylinder	6		
5.3.3	R404 A 10.9 kg cylinder	2		
5.4	Filter driers			
5.4.1	1/4 "	5		
5.4.2	1/3"	10		
5.4.3	1/2"	5		
5.4.4	Walk in the fridge/freezer room-Door lock mechanism	2		
			SUB TOTAL 5 (Carry to final summary)	



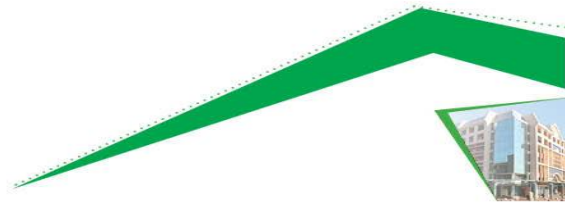
6. MAJOR SERVICE ON THE FOLLOWING BUILDINGS PLANT AND EQUIPMENT:(LABOUR, SPARES/MATERIALS AND SUNDRIES TO BE INCLUDED)					
BUILDING	DESCRIPTION	CAPACITY	TYPE	QTY	TOTAL
Traditional Leaders Building					
6,1	First Floor Plant Room	160kW Cooling	Air-cooled Package Unit HPI TRP160	2	
6,2	Roof Top Unit	120kW Cooling	Air-cooled Package Unit HPI TRP120	2	
6,3	Condenser Ventilation Fans	7.5kW(x2)	Axial Encased Fans	2	
6,4	Smoke Extract Fans	7.5kW(x2)	Axial Encased Fans	2	
6,5	Electrical Control Panel		Electrical	1	
6,6	Remote Controls and Sensors		Johnson Controls	2	
6,7	Local Controls Johnson Controls/ Digital		Johnson Controls	1	
Supply & Install					
6,9	Jonson control System	each	Digital	1	
6,10	Smoke Extract Fans	7.5kW	Axial (Model: AXIS-F-3CON)	1	
6,11	Condenser Ventilation Fans	7.5kW	1000 Axial (serial no: FAN CT 000998)	1	
Major service Legislature Building (including all accessories and spares)					
6,12	Chiller Plant	336kW	Daikin CUW100	2	
6,13	Johnson Controls	Johnson Controls		1	
6,14	Chilled Water Pumps	M&B	Centrifugal Pump	2	
6,15	Condenser Water Pumps	M&B	Centrifugal Pump	2	
6,16	Air Handling Units		Daikin	2	
6,17	Cooling Towers		Industrial Cooling Towers	1	
6,18	Extract Fans		Axial Encased Fans	2	
Supply & Install					
6,19	Chilled Water Pumps	Motor 7,5 kw 4 Pole-132M	Centrifugal Pump (ETA65-135)	1	
6,20	Condenser Water Pumps	Motor 7,5 kw 4 Pole-132M	Centrifugal Pump (ETA65-135)	1	
SUB-TOTAL 6 (Carry to form of offer)					



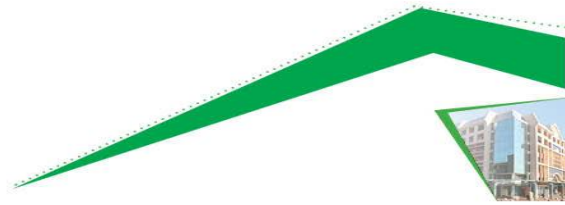
7. MISCELLANEOUS ITEMS:

Supply and install following items

NO	ITEM	UNIT	QTY	RATE	AMOUNT
7,1	Supply and install Daikin VRV III fan motor	each	4		
7,2	Supply and install Daikin VRV IV fan motor	each	4		
7,3	Condensate pumps on console, window and split type units up to 60 000 BTU	each	20		
7,4	Replacement of Defy 13000btu console wall unit electronic controllers	each	10		
7,5	Replacement of York 15000btu electronic controllers	each	10		
7,6	Replacement of TC L 12 000 to 24 000 btu unit electronic controllers	each	10		
7,7	Replacement of electronic controllers for under ceiling and cassette units from 24 000 to 48 000 btu units	each	10		
7,8	Replacement of aluminium grilles to match existing and fixed on hard wood frame, size approximately 450 mm x 650 mm	each	20		
7,9	Replacement of curtain wall controllers wiring harness	each	5		
7,10	Replacement of VRV IV inverter PC board	each	5		



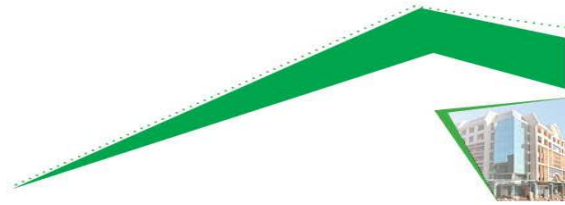
7. MISCELLANEOUS ITEMS: CONTINUED.....	DISCRIPTION	UNIT	QTY	RATE	AMOUNT
7,11	Replacement of VRV III inverter PC board	each	5		
7,12	Vibration eliminator 1 1/8"	each	16		
7,13	Replacement of indoor pc board (Cassette) for Daikin VRV IV	each	4		
7,14	Replacement of indoor pc board for Alliance, TLC, daikin, LG, (12000 to 18000 btu's)	each	10		
7,16	Replacement of condensate pumps for mid wall split, under ceiling and cassette units	each	20		
7,17	Refrigerant Gas / kilo				
7,18	R 22	per 13.6 kg container	30		
7,19	R410A	per 13.6 kg container	30		
7,20	25 X 50 X 1.6mm Galvanised Bonox mesh per meter	per meter	10		
7,21	Daikin VRV IV Discharge temperature sensor	each	10		
7,22	P 2000 trunking per meter	per meter	30		
7,23	Replacement of Chiller plant vapour proof water pressure switch / Flow switch	each	5		
7,24	Replacement of Chiller plant condensing pump, 7.5kw Type ETA 65-315 Impeller Dia 285mm	each	1		
7,25	Daikin VRV III Discharge temperature sensor	each	6		
7,26	Chiller Plant cooling tower chemicals-Nitric Acid Solution	per 25ltr container	2		



7. MISCELLANEOUS ITEMS: CONTINUED.....	ITEM	UNIT	QTY	RATE	AMOUNT
7,27	Replacement of 600x600cm washable air filters	each	60		
7,28	Replacement of V Belts no 2240	match set of 3	5		
7,29	AC Wall Brackets 650mm	each	10		
7,30	Replacement of 24volt relays	each	1		
6,31	Replacement of 220 volt relays	each	1		
7,32	Penlight AAA batteries	each	150		
7,33	Universal remote for mid wall split type units	each	20		
7,34	Trunking 60 x 80mm x 2m lengths (white)	each	400		
7,35	Trunking 60 x 80mm outer bends (White)	each	400		
7,36	Trunking endcap (White)	each	100		
7,37	20mm Conduit (white) 4m	each	100		
7,38	20mm Bends	each	100		
7,39	60 mf Capacitors	each	20		
7,40	50 mf Capacitors	each	50		
7,41	30 mf Capacitors	each	50		
7,42	400v Over/under speed voltage relay	each	2		
7,43	24v multi range relay	each	2		
7,44	Adaptor 1/4x1/2	each	3		



7. MISCELLANEOUS ITEMS: CONTINUED.....	ITEM	UNIT	QTY	RATE	AMOUNT
7,45	Adaptor 1/4x1/2	each	3		
7,46	1/2" Bi-Flow Drier	each	3		
7,47	Oxy & Acety Porta Pack	each	4		
7,48	220v star delta timer	each	4		
7,49	10.3x38 cylinder 5A fuse	each	12		
7,50	10.3x38 cylinder 16A fuse	each	12		
7,51	14x51 cylinder 25A fuse	each	12		
7,52	14x51 cylinder 32A fuse	each	12		
7,53	1/4" 6.35mm Copper piping	15.24 meter roll	20		
7,54	3/8" 9.35mm Copper piping	15.24 meter roll	20		
7,55	1/2" 12.7mm Copper piping	15.24 meter roll	20		
7,56	3/4" 19.05mm Copper piping	15.24 meter roll	5		
7,57	1/4" 6.35mm Copper piping insulation	15.24 meter roll	20		
7,58	3/8" 9.35mm Copper piping insulation	15.24 meter roll	20		
7,59	1/2" 12.7mm Copper piping insulation	15.24 meter roll	20		
7,60	3/4" 19.05mm Copper piping insulation	15.24 meter roll	20		
				SUB TOTAL 7 (Carry to final summary)	

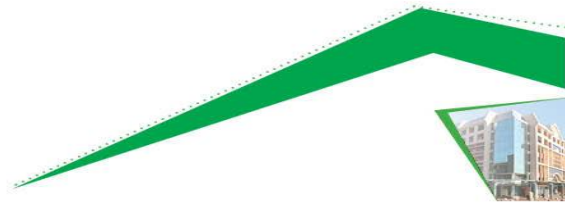


8. ROTARY COMPRESSORS - R 410A – 220 VOLT - SUPPLY AND INSTALL THE FOLLOWING COMPRESSORS WHEN NECESSARY:					
Item No	Capacity	PER/UNIT	QTY	RATE	AMOUNT
8,1	9 000	each	6		
8,2	12 000	each	10		
8,3	18 000	each	4		
8,4	24 000	each	4		
8,5	30 000	each	2		
				SUB TOTAL 8 (
				Carry to final	
				summary)	

9. ROTARY COMPRESSORS - R 410A – 220 VOLT - SUPPLY AND INSTALL THE FOLLOWING COMPRESSORS WHEN NECESSARY:					
Item No	Capacity	PER/UNIT	QTY	RATE	AMOUNT
9,1	9 000	each	6		
9,2	12 000	each	10		
9,3	18 000	each	4		
9,4	24 000	each	4		
SUB TOTAL 9(Carry to final summary)					

10. Heat Pump R 410A INVERTER MIDWALL SPLIT UNITS SUPPLY AND INSTALL THE FOLLOWING COMPRESSORS WHEN NECESSARY:					
Item No	CAPACITY	PER/UNIT	QTY	RATE	AMOUNT
10,1	12000	each	4		
10,2	18000	each	4		
10,3	24000	each	4		
10,4	30 000	each	4		

Heat Pump R 410A INVERTER UNDER CEILING UNITS SUPPLY AND INSTALL THE FOLLOWING COMPRESSORS WHEN NECESSARY:					
Item No	CAPACITY	PER/UNIT	QTY	RATE	AMOUNT
10,5	36000	each	4		
10,6	48000	each	4		



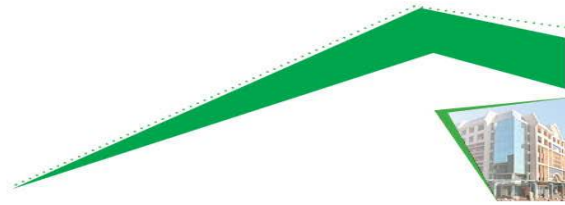
VRV IV R410: SUPPLY & INSTALL COMMPRESSORS WHEN NECESSARY	Capacity	PER/UNIT	QTY	RATE	AMOUNT
10,7	48000	each	4		
10,8	60000	each	4		
VRV IV R410: SUPPLY & INSTALL COMMPRESSORS WHEN NECESSARY					
10,9	48000	each	4		
10,10	60000	each	4		
SUB TOTAL 10 (Carry to final summary)					

11 Transport

Item No	Capacity	PER/UNIT	QTY	RATE	AMOUNT
11,1	Transport cost per kilo - 18 000 kilos	AA rate for LDV vehicle	18000		
SUB TOTAL 11 (Carry to final summary)					

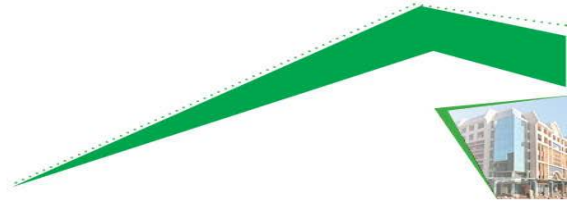
12. LABOUR RATES:

Item No	Capacity	QTY	RATE	AMOUNT
12,1	1 X Skilled labour per hour x 2000	2000		
12,2	1 X Semi Skilled Labour per hour x 2000	2000		
SUB TOTAL 12 (Carry to final summary)				



13. FINAL SUMMARY:

NO	ITEM	AMOUNT
1	SUB TOTAL 1	
2	SUB TOTAL 2	
3	SUB TOTAL 3	
4	SUB TOTAL 4	
5	SUB TOTAL 5	
6	SUB TOTAL 6	
7	SUB TOTAL 7	
8	SUB TOTAL 8	
9	SUB TOTAL 9	
10	SUB TOTAL 10	
11	SUB TOTAL 11	
12	SUB TOTAL 12	
	SUB TOTAL	
	Allow the sum of R156, 000.00 (One Hundred and fifty six thousand rand) for Development and Training of two (2) graduate students on Mechanical discipline to be remunerated an amount of R 6500.00 per person per month.	156 000,00
	Allow the sum of R100, 000.00 (One hundred thousand rand)for Supply and Replace 1 x Walk-in- Freezer Room and 2 x Walk-in- Cold Rooms Control Pack Unit, Complete.	100 000,00
	Allow the sum of R100, 000.00 (Hundred Thousand Rand) for Contingencies to be adjusted as required.	100 000,00
	Allow the sum of R200, 000.00 (Two Hundred Thousand Rand) for Escalation to be adjusted as required.	200 000,00
	Nett Amount	
	Vat @ 15 %	
	Grand total Carried to the Form of Offer	

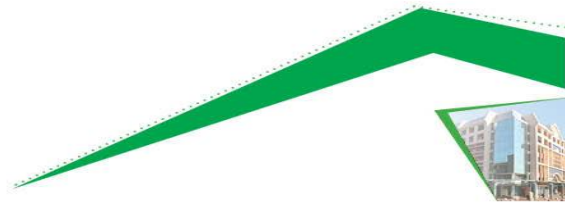


ASSET REGISTER



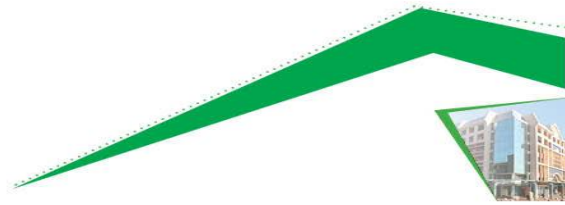
ASSET REGISTER

BLOCK 4 AC UNIT ECPL			
RIGHT SIDE			
FLOORS		SPLITS	CONSOLE
GROUND FLOOR		20	1
1 ST FLOOR		14	9
2 ND FLOOR		14	6
LEFT SIDE			
FLOORS		SPLITS	CONSOLE
GROUND FLOOR		8	2
1 ST FLOOR		18	1
2 ND FLOOR		14	1
FRONT SIDE		1	
BLOCK 5 AC UNIT			
RIGHT SIDE			
FLOORS		SPLITS	CONSOLE
GROUND FLOOR		6	5
1 ST FLOOR		7	5
2 ND FLOOR		2	12
LEFT SIDE			
FLOORS		SPLITS	CONSOLE
GROUND FLOOR		11	2
1 ST FLOOR		5	3
2 ND FLOOR		3	0
FRONT SIDE		1	0
BLOCK 3 AC UNIT			
RIGHT SIDE			
FLOORS		SPLITS	CONSOLE
GROUND FLOOR		5	3
1 ST FLOOR		4	3
2 ND FLOOR		4	5



LEFT SIDE			
FLOORS		SPLITS	CONSOLE
GROUND FLOOR		2	2
1 ST FLOOR		6	2
2 ND FLOOR		6	0
BLOCK 2 AC UNIT			
RIGHT SIDE			
FLOORS		SPLITS	CONSOLE
GROUND FLOOR		5	2
1 ST FLOOR		7	1
2 ND FLOOR		10	2
TOTAL		22	5
LEFT SIDE			
FLOORS		SPLITS	CONSOLE
GROUND FLOOR		8	1
1 ST FLOOR		2	
2 ND FLOOR		4	2
BLOCK B AC UNITS			
RIGHT SIDE			
FLOORS		SPLITS	CONSOLE
GROUND FLOOR		0	0
1 ST FLOOR		9	16
2 ND FLOOR		17	1
LEFT SIDE			
FLOORS		SPLITS	CONSOLE
GROUND FLOOR		3	1
1 ST FLOOR		14	14
2 ND FLOOR		17	0
BLOCK 1			
FLOORS		SPLITS	CONSOLE
GROUND FLOOR		5	3
1 ST FLOOR		4	5
2 ND FLOOR		1	9

Canteen	TYPE	INDOORS	
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	VRV III INVERTER	8 round flow cassette	

FREEZER & COLD ROOM ECPL

	Name of the product	Serial no
Walk in freezer	Euro cool UV25	
Walk in Cold-room	Thermocoil	T0065602
	Thermocoil	T0105491

ECPL PLANT

Daikin chiller Plant	QTY	Model
Compressor	2	ZH3WLG7YE
Evaporator	2	CUW100-DY1
Condenser	2	DHD4020-C010-2
Condenser Pump	2	ETA 65-315
Chiller Pump	2	ETA 65-315
Cooling tower	1	Industrial Cooling Tower

House Of traditional leaders

FLOORS	AIR CONDITIONS	LG SPLITS	LG MALTI V CASSETTE UNITS
GROUND FLOOR	15	1	14
1 ST FLOOR	10	0	10

	QTY	Name of the product
Air handling unit	1	Heat pump International
First Floor Plant room	1	Air-cooled package Unit HPI
Roof top Unit	1	Air-cooled package Unit HPI



Compressor		TBZ35481801
Ventilation Fan		FAN CT000998

LILLIAN DIEDERICKS HOUSE

FLOORS	Daikin Hideaway	SPLITS (indoor)	CASSETTE (indoor)
GROUND FLOOR	5	6	4
1 ST FLOOR	2	20	0
OTHER BUILDING	VRV V (2 Cond)		10