

TENDER

**TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT
VARIOUS GOVERNMENT BUILDINGS IN OR TAMBO REGION FOR A
PERIOD OF TWO (2) YEARS**

SCMU5 - 23/24 – 0004 ORR

NAME OF COMPANY:

CSD Nr:

CRS Nr (CIDB):

CLOSING DATE: 29 August 2023

TIME: 11:00 am

Department of Public Works and Infrastructure
Corner Owen & Victoria Street
KD Matanzima Building
Mthatha
5099



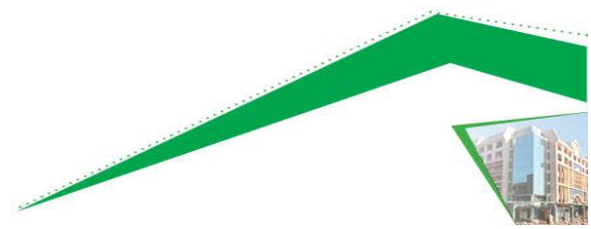
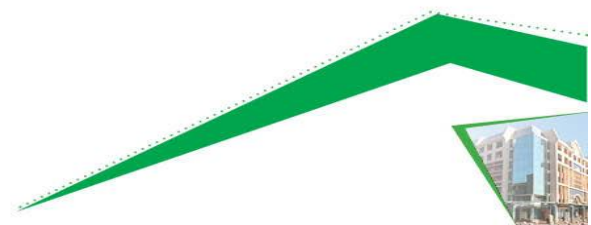
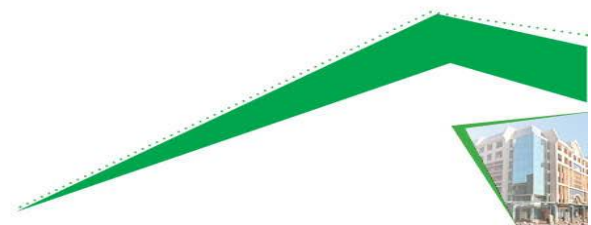


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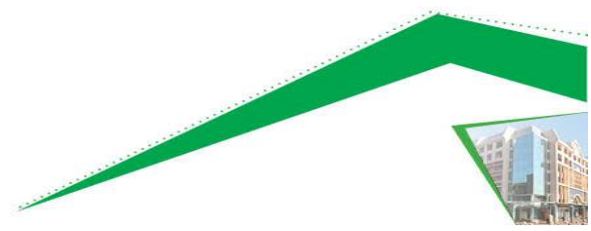


THE TENDER

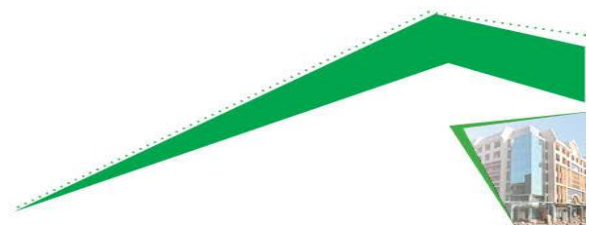


PART T1

TENDERING PROCEDURES



PART T1.1: TENDER NOTICE AND INVITATION TO TENDER



T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Public Works and Infrastructure invites contractors with a CIDB Grading of **3ME or Higher** in the following Class of works (**ME**) to tender for the “**TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN OR TAMBO REGION FOR A PERIOD OF TWO (2) YEARS** “

” for a **24 Months**’ contract. The contract will be based on the GCC (Third Edition) of 2015 and the Eastern Cape Public Works and Infrastructure will enter into a contract with the successful tenderer.

Bid documents will be available on **04 August 2023**. Tender documents are downloadable for free of charge from Department of Public Works & Infrastructure website (www.ecdpw.gov.za/tenders) OR from the national treasury’s tender portal ([HTTP://www.tender.gov.za/content/advertised-tenders](http://www.tender.gov.za/content/advertised-tenders)). No bid documents will be available at department.
No site briefing.

Below is a link containing a bill of Quantities:

[HVAC TERM CONTRACT BOQ FINAL.xlsx](#)

Queries relating to the issue of this document contact SCM email: ntombxolo.koko@ecdpw.gov.za
Technical enquiries: may be addressed in writing to **Mr. LFB. Ntitsolo** – email: luvuyo.ntitsolo@ecdpw.gov.za

The closing time for receipt of tenders by the ECDPW is **11:00am on 29 August 2023**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked “**SCMU5 - 23/24 – 0004 ORR: TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN OR TAMBO REGION FOR A PERIOD OF TWO (2) YEARS**”

Tender document must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, K.D MATANZIMA BUILDING MTHATHA**

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Tenderers 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. Not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

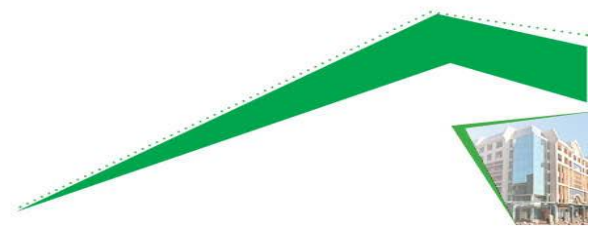
Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

B. BID EVALUATION:

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

Phase One: Compliance, responsiveness to the bid rules and conditions, thereafter they will be evaluated on PPPFA.

Phase Two: Bidders passing all stages above will thereafter be evaluated on PPPFA.



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

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

C. BID SPECIFICATIONS, CONDITIONS AND RULES

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

The Department of Public Works and Infrastructure SCM policy applies.

Tender validity period is **120 days**.

D. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked “**SCMU5 - 23/24 – 0004 ORR: TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN OR TAMBO REGION FOR A PERIOD OF TWO (2) YEARS:**” must be deposited in the bid box, **GROUND FLOOR, CORNER OWEN & VICTORIA STREET, DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, KD MATANZIMA BUILDING, MTHATHA.**

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

- **SCM RELATED ENQUIRIES**

Ms. N. Koko

Tel No: 072 570 3322 / 047 505 2716

Email Address: ntombxolo.koko@ecdpcw.gov.za

TECHNICAL ENQUIRIES

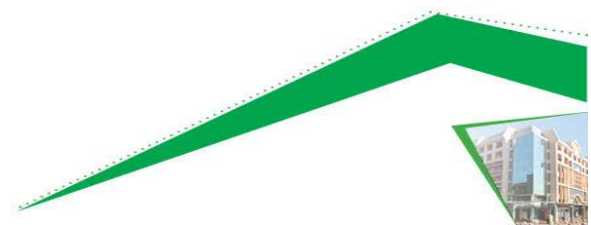
Mr. LFB. Ntitsolo

Tel No: 066 488 1110

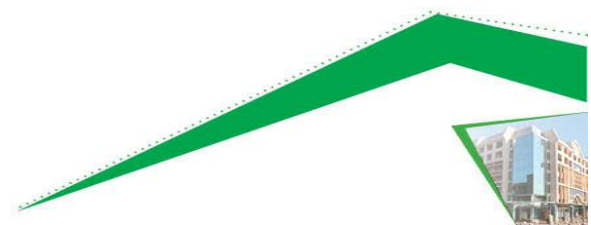
Email Address: luvuyo.ntitsolo@ecdpcw.gov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 701



PART T1.2: TENDER DATA



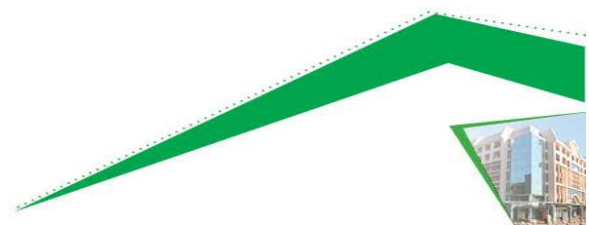
T1.2 Tender Data

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

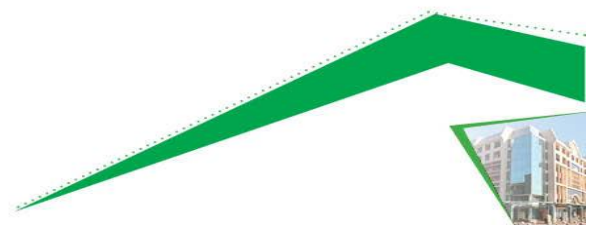
The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 *and* as contained in **Annexure C of Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**.

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

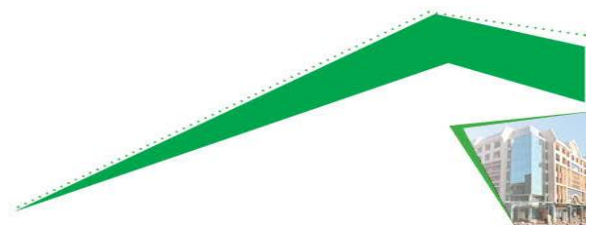
Clause number	Tender Data
3.1	The Employer is Public Works and Infrastructure – Eastern Cape Province
3.2	The tender documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable 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 - Dispute Resolution Mechanism Part C2: Pricing data C2.1 - Pricing Instructions C2.2 - Bills of Quantities Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's agent is: Name: Mr. LFB. Ntitsolo Department of Public Works & Infrastructure KD Matanzima Building Mthatha Tel No: 066 488 1110 Email Address: luvuyo.ntitsolo@ecdpw.gov.za
3.5	The language for communication is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two (2) stage procurement procedure shall be applied.



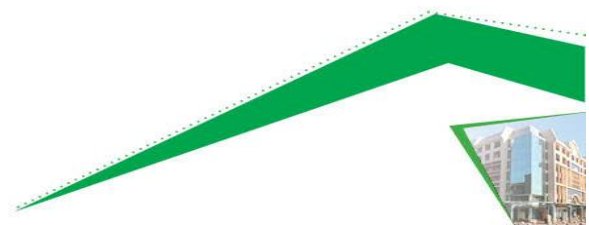
4	Tender's obligations
4.1	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade 3ME or Higher class of construction work; and Joint ventures are eligible to submit tenders provided that: 1. Every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the grade 3ME or Higher class of construction work; 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 tendered for a CIDB Grade 3ME or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations. 4. Joint Venture Agreement.
4.2	The employer will compensate the tender as follows GCC Third Edition of 2015, The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. Tender documents will not be made available at the clarification meeting
4.8	Seek clarification <i>Request clarification of the tender documents, if necessary, by notifying the employer at least 5 (Five) working days before the closing time stated in the tender data.</i>
4.9	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.



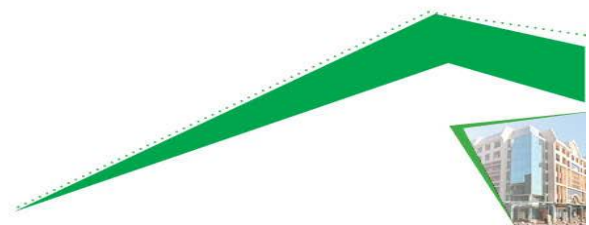
4.10	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.11	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) The parts communicated electronically by the employer or its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of N/A is required and shall remain valid for a period not exceeding N/A days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.4	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, FRONT CORNER OF KD MATANZIMA BUILDING, MTHATHA. Physical address: Ground Floor, Corner Owen & Victoria Street, KD Matanzima Building, Mthatha, 5099. Identification details:SCMU5 - 23/24 – 0004 ORR: TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN OR TAMBO REGION FOR A PERIOD OF TWO (2) YEARS Closing time and date: 29 August 2023 at 11:00 AM
4.13.5	The tenderer is required to submit with his tender the following certificates: 1) A copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. <i>In the case of a Joint Venture/Consortium/each party must submit a separate</i> CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. 2) CIDB Grading certificate or CRS number.
4.13.6	A two-envelope procedure will not be required.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.14	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The tender offer validity period is 120 days .



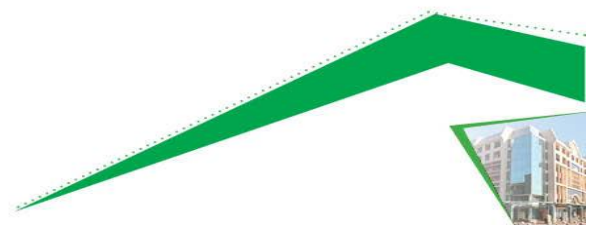
	Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.15.2	Placing of contractors under restrictions / withdrawal of tenders If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on CIDB Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.
4.16	Access shall be provided for the following inspections, tests and analysis: N/A
4.17	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPW policy
5	Employer's undertakings
5.1	The Employer will respond to requests for clarification received up to Five (5) working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.
5.2	The employer shall issue addenda until Five (5) working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at 11:00am hours .
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would 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 tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
5.6	Arithmetical errors, omission and discrepancies



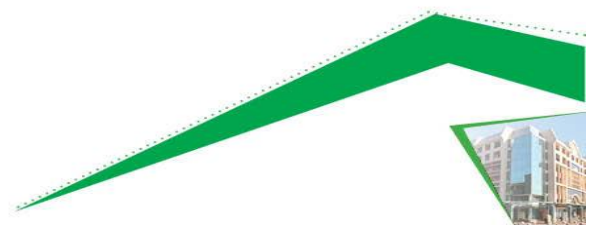
	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.																
5.7.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule. Table F.1: Formulae for calculating the value of A <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P_m / P$</td></tr><tr><td>a</td><td colspan="3">P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.</td></tr></table>	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	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$	a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.		
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	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$														
a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.																
5.7.2	The procedure for the evaluation of responsive tenders is Method 2: Administrative, Price and Preference Phase 1: Administrative requirements and Mandatory requirements Phase 2: Price and preference (80/20 system)																
	1. <u>PHASE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</u> Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration: 1. Bid Document (This Document must be submitted in its original format) 2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted. 3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. The status on CIDB must be active. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage). 4. Bidders must be a legal entity or partnership or consortia. 5. Form of offer and Acceptance must be duly completed. NB If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern 6. SBD 4- Declaration of Interest: SBD4 must be duly completed. 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. NB: Failure to disclose such interest the bidder will be eliminated that information will be verified by the evaluation committee through CSD. 7. Compulsory Enterprise Questionnaire (Completed and signed) (JV partners must complete separate Questionnaire forms and submit). 8. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered. . 9. Resolution to Sign (must be completed, if applicable). 10. Declaration of Employees of the State or other State Institutions.																



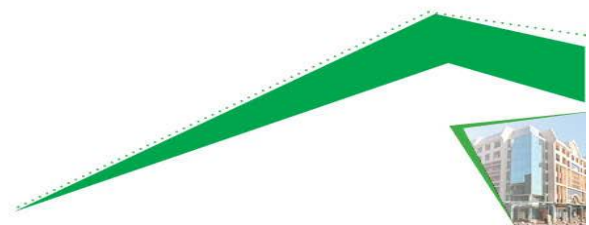
	11. Only one offer per bidder is allowed and alternative offers will not be considered. If more than one offer is received, none of the offers will be considered. Other Conditions of bid (Non eliminating unless expressly mentioned in the document): - The bidder must be registered on the Central Supplier Database (CSD) prior the award - All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD. In cases where bidder's status found non-compliant the bidder will be granted 7 days to correct status. A bidder that fails to rectify its tax matters with SARS will be declared non-responsive. - The bidder has duly completed and signed the SBD 1, - Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, contact person, contact details). Refer to Annexure I and Annexure M. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points. - Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client. Refer to Annexure L. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points. - Bidders must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the bid. Refer to Annexure K and H. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points. - 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. - The Department will contract with the successful bidder by signing a formal contract. - This tender will be awarded as a whole. All trades listed in the Bills of Materials or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder. - Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of materials or anywhere), the department requires an item similar/equivalent or better. - DPWI Policy applies. - Protection of personal information: Consent (POPIA) Once appointed, a SAQCC GAS certificate will be required for the person who will be working on the Air Conditioning units and systems.								
	14. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. GCC Edition 3 of 2015)								
	2. PHASE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS/PPPFA OF 2022 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 Specific goals/ PPPFA Regulations of 2022 <table border="1"> <thead> <tr> <th>Criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>POINTS ON PRICE</td><td>80</td></tr> <tr> <td>SPECIFIC GOALS</td><td>20</td></tr> <tr> <td>TOTAL</td><td>100</td></tr> </tbody> </table> Please note:	Criteria	Points	POINTS ON PRICE	80	SPECIFIC GOALS	20	TOTAL	100
Criteria	Points								
POINTS ON PRICE	80								
SPECIFIC GOALS	20								
TOTAL	100								



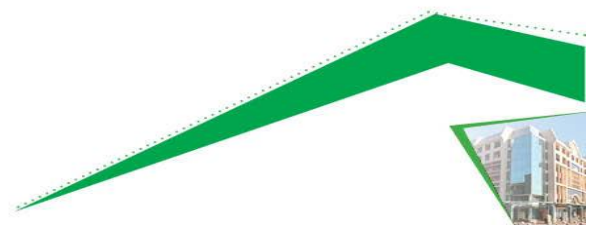
	1. The Department intends to award this to the highest point scorer as whole, unless circumstances justifies otherwise 2. All information will be verified through CSD The 80/20 preference point system for acquisition of services, works or goods not exceeding Rand value of R50 million: (a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included): The financial offer will be scored using the following formula: $A = (1 - \frac{(P - P_m)}{P_m})$ The value of value of W_1 is: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.
5.7.3	The procedure for the evaluation of responsive tenders is Method 2 (Administrative compliance, price and specific goals)
5.7.4	The quality criteria and maximum score in respect of each of the criteria are as follows: N/A
5.7.5	Each evaluation criteria will be assessed in terms of five indicators – N/A
5.7.6	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: N/A
5.8	Tender offers will only be accepted if: a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin. c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPW policy. d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. f) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
	h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;



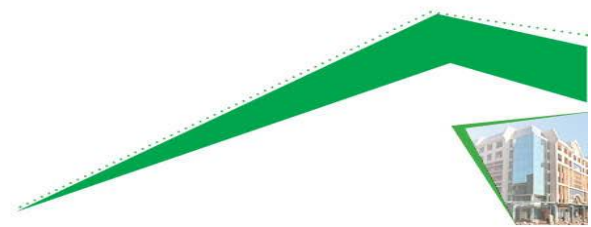
	i) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; j) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers. k) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. l) The tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process. m) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid. n) Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated. o) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer. p) The department reserves the right not to award the bid to the most favourable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favourable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
	The additional conditions of tender are: 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	A. List of returnable documents
1	Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated. Appropriate CIDB grading suitable for the works (as stated in 4.1).
2	Returnable Schedules required for tender evaluation purposes The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant: - Record of Addenda to Tender Documents - Proposed amendments and qualifications - Compulsory Enterprise Questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted). - SBD 1, 4, 6.1, - Protection of personal content: Consent - Form of Offer and Acceptance



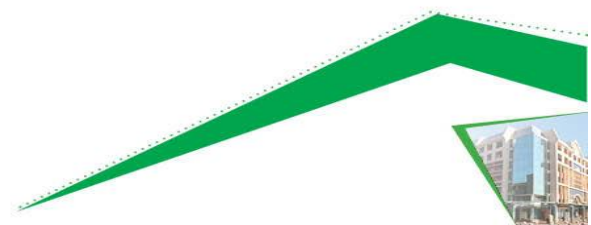
	• Complete priced Bills of Quantities, including Final Summary • Certificate of Authority for Joint Ventures
3	Other documents required for tender evaluation purposes The tenderer must provide the following returnable documents: • A CSD Report for a contractor with valid and correct information. • A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)
4	Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract The tenderer must complete the following returnable documents: • 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 tender offer where required. • In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. • In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorizing a director or other official of the company to sign the documents on behalf of the company. • In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorizing a member or other official of the corporation to sign the documents on each member's behalf. • In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case <u>proof of such authorization</u> shall be included in the Tender. • In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a <u>resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorizing a member of the joint venture to sign the documents on behalf of the joint venture. • <u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u>
6	Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as nonresponsive.
7	Canvassing and obtaining of additional information by tenderers The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
8	Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person - a) who is in the service of the state; or b) 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 c) a person who is an advisor or consultant contracted with the Department or municipal entity. In the service of the state means to be - a) a member of:- - a any municipal council; - b any provincial legislature; or



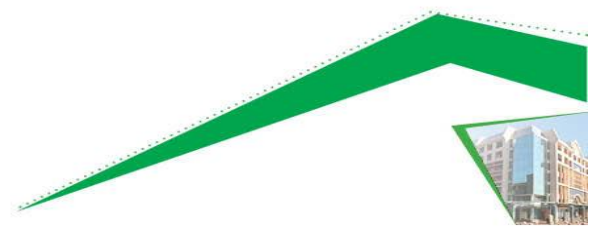
	c the National Assembly or the National Council of Provinces; d) a member of the board of directors of any municipal entity; e) an official of any Department or municipal entity; f) an employee of any national or provincial department; g) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); h) a member of the accounting authority of any national or provincial public entity; or i) an employee of Parliament or a provincial legislature. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
9	Awards to close family members of persons in the service of the state Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child, or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including - a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
10	Respond to requests from the tenderer The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.
11	Opening of tender submissions Tenders will be opened immediately after the closing time for tenders
12	Scoring quality / functionality: N/A
13	Cancellation and re-invitation of tenders An organ of state may, prior to the award of the tender, cancel the tender 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 tenders are received. (d) Tender validity period has expired. (e) Gross irregularities in the tender processes and/or tender documents. (f) No market related offer received (after attempts of negotiation processes) Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.
14	Dispute resolution mechanism will be done through the Adjudication route.
15	The department must when be acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14:



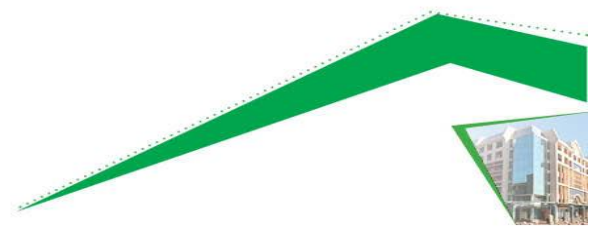
	The remedies provided for in Preferential Procurement Regulations 2017 do not prevent an institution from instituting remedies arising from any other prescripts or contract.
16	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the cidb for investigation as a breach of the cidb Code of Conduct in terms of the cidb Regulations ; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the cidb Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.



PART T2 RETURNABLE DOCUMENTS



PART T2.1: LIST OF RETURNABLE DOCUMENTS



T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for quotation evaluation purposes

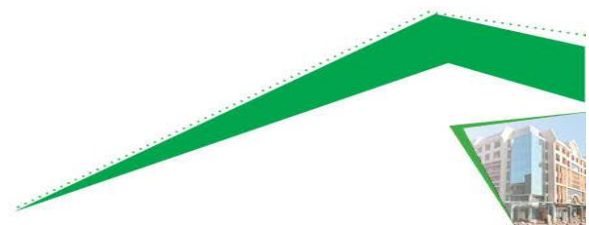
- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation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

2 Other documents required for quotation evaluation purposes

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

3 Returnable Schedules that will be incorporated into the contract

- Wireman's licence of the responsible person certified copy
- SBD 1, 4, 6.1,

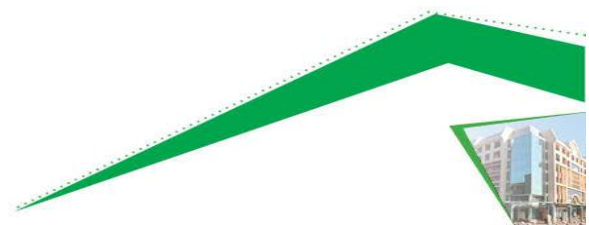


PART A

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE					
BID NUMBER:	SCMU5-23/24-0004 ORR	CLOSING DATE:	29 August 2023	CLOSING TIME:	11:00 AM
DESCRIPTION:	TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN OR TAMBO REGION FOR A PERIOD OF TWO (2) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
DEPARTMENT OF PUBLIC WORKS 7 INFRASTRUCTURE, CORNER OWEN & VICTORIA STREET, KD MATANZIMA BUILDING, MTHATHA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Ms N Koko	CONTACT PERSON	LFB. Ntitsolo		
TELEPHONE NUMBER	047 505 2716/ 072 570 3322	TELEPHONE NUMBER	047 505 2750		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	ntomboxolo.koko@ecdpw.gov.za	E-MAIL ADDRESS	Luvuyo.ntitsolo@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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		a) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, COMPLETE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	



IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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."

SIGNATURE OF BIDDER:

.....

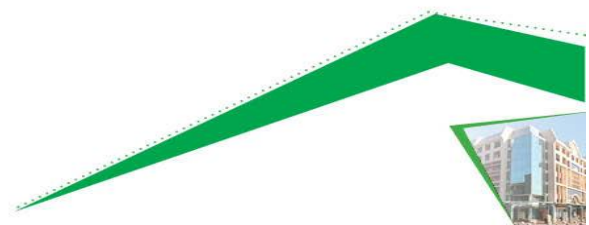
CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(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 tender and be attached as a tender requirement.

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

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

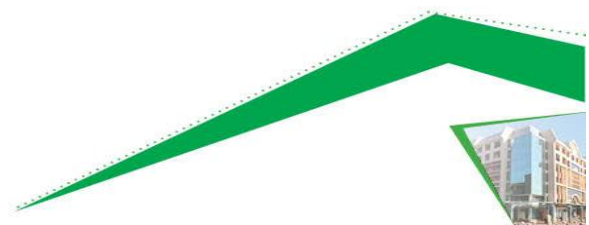
- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may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

Signed

Date

Name

Position



SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

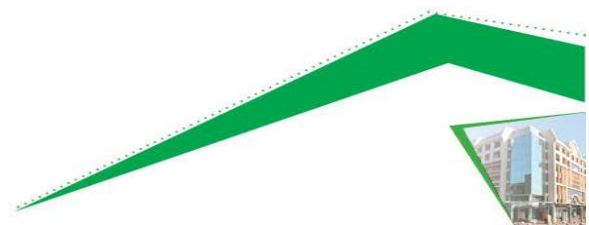
.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

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



3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

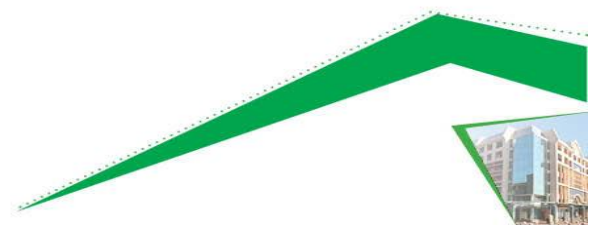
.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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.**



SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

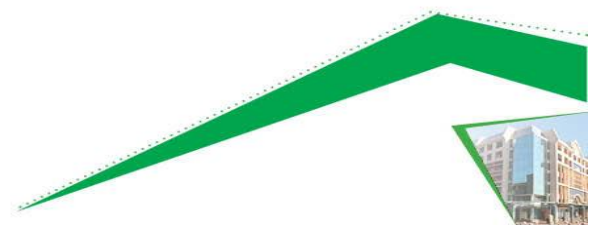
1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated



or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

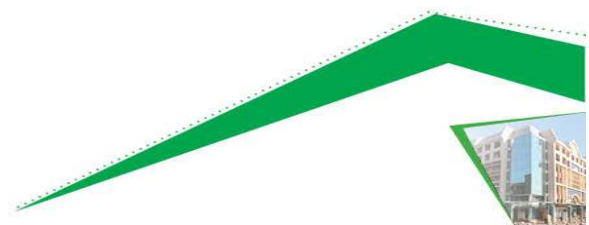
3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

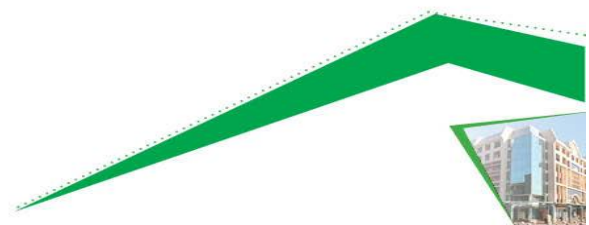


4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individual:-			
	(a) 100% black ownership	6	
	(b) 51% to 99% black ownership	4	
	(c) Less than 51% black ownership	0	
Black women ownership:-			
	(a) 100% black women ownership	4	
	(b) 30% to 99% black women ownership	2	
	(c) Less than 30% black women ownership	0	
Black youth ownership:-			
	(a) 100% black youth ownership	4	
	(b) 30% to 99% black youth ownership	2	
	(c) Less than 30% black youth ownership	0	
People with disability:-			
	(a) 20% or more disabled people ownership	2	
	(b) Less than 20% disabled people ownership	0	
Locality :-			
	(a) Within the Eastern Cape	4	
	(b) Outside the Eastern Cape	0	



DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

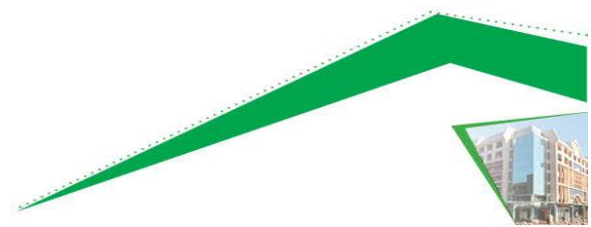
.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

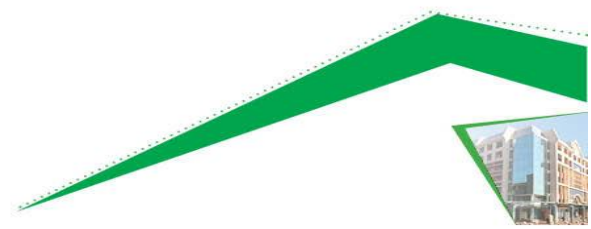
ADDRESS:

.....
.....

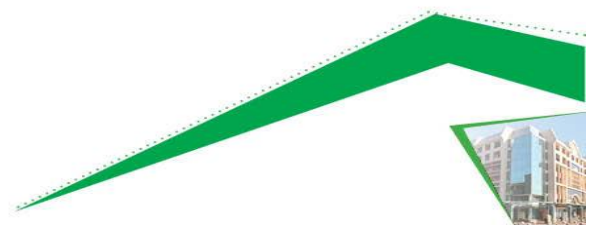


***PROOF OF REGISTRATION ON THE NATIONAL
TREASURY CENTRAL SUPPLIER DATABASE (CSD
REPORT)***

(ATTACH HERE)



VALID CIDB CERTIFICATE OF A TENDERER
(ATTACH HERE)



PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion.

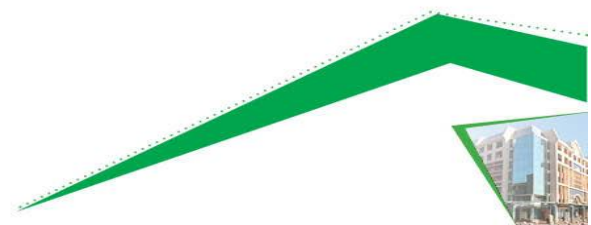
As part of its business activities, the Department of Public Works and Infrastructure obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Public Works and Infrastructure from time to time. The Department of Public Works and Infrastructure confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

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

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

AGREEMENT

1. The Department of Public Works and Infrastructure and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
 - a) They process the information only for the express purpose for which it was obtained.
 - b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
 - c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
 - d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
 - e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
 - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.
2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject



to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.

3. Bidder's Obligations

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

On behalf of the Bidder:

.....
Signature

.....
Date

.....
Position

.....
Name of the Bidder

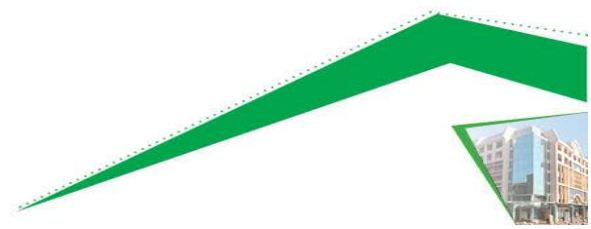
On behalf of the Client:

.....
Signature

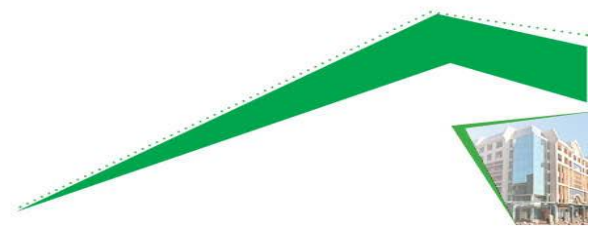
.....
Date

.....
Position

.....
Name of Client Representative

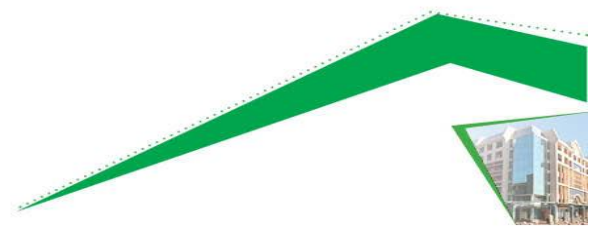


THE CONTRACT

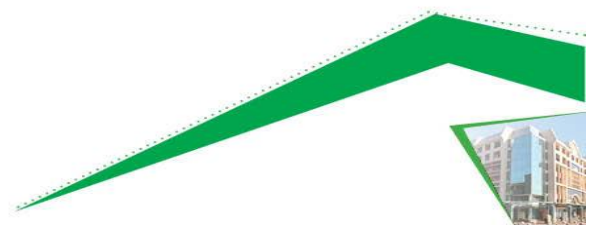


PART C1

AGREEMENTS AND CONTRACT DATA



PART C1.1: FORM OF OFFER AND ACCEPTANCE



Annex C
(normative)

FORM OF OFFER AND ACCEPTANCE

Project title	TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN OR TAMBO REGION FOR A PERIOD OF TWO (2) YEARS
SCMU number	SCMU5 - 23/24 – 0004 ORR

OFFER

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

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

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

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

..... Rand (in words);

R(in figures) (or other suitable wording)

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

Signature

Name

Capacity

for the tenderer

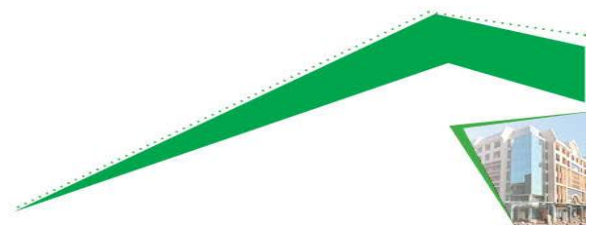
.....
(Name and address of organization)

Name and signature

of witness Date

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's



offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

Signature

.....

Name

.....

Capacity

.....

for the Employer

.....

(Name and address of organization)

Name and signature

of witness Date

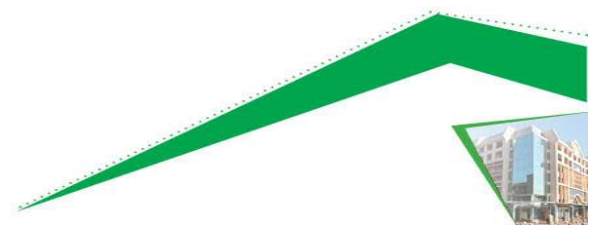
Schedule of Deviations

1 Subject _____
Details _____

2 Subject _____
Details _____

3 Subject _____
Details _____

4 Subject _____
Details _____

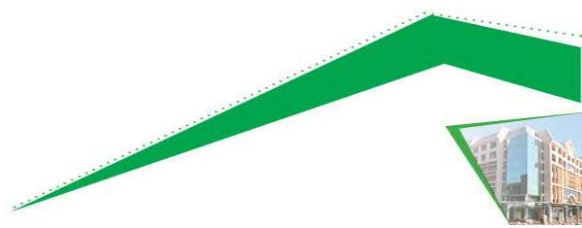


By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

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

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



A

RECORD OF ADDENDA TO BID DOCUMENTS

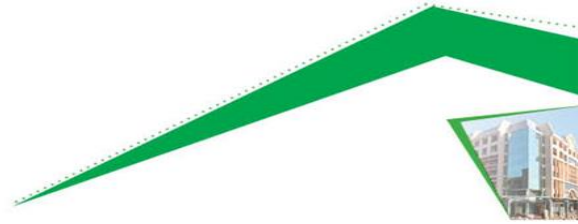
PROJECT TITLE		TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN OR TAMBO REGION FOR A PERIOD OF TWO (2) YEARS	
SCMU NUMBER		SCMU5 - 23/24 – 0004 ORR	
I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



B

PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

PROJECT TITLE	TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN OR TAMBO REGION FOR A PERIOD OF TWO (2) YEARS
SCMU NUMBER	SCMU5 - 23/24 – 0004 ORR

Page	Clause /Item	Proposal

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

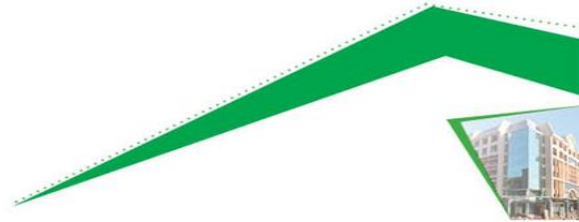
Signed

Date

Name

Position

Enterprise name



C

RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

“By resolution of the board of directors passed at a meeting held on _____

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

sign all documents in connection with the tender for Contract No. _____

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

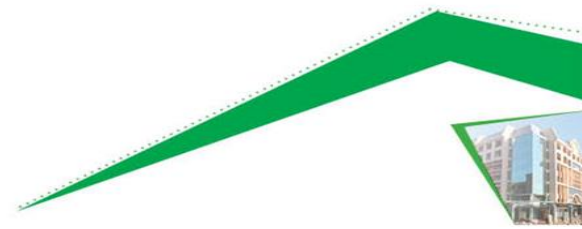
DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

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

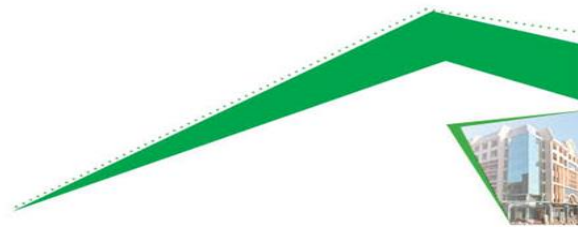
If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):



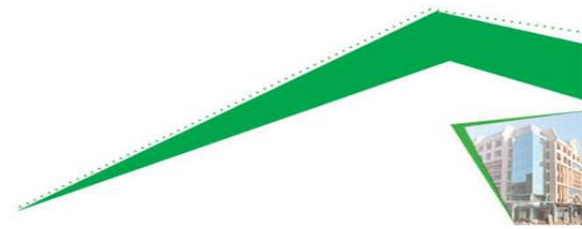
D

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

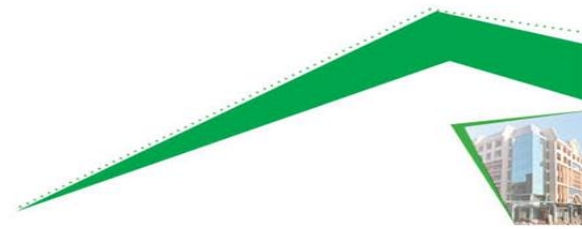
This Returnable Schedule is to be completed by joint ventures.		
We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms, authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.		
PROJECT TITLE	TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN OR TAMBO REGION FOR A PERIOD OF TWO (2) YEARS	
SCMU NUMBER	SCMU5 - 23/24 – 0004 ORR	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....



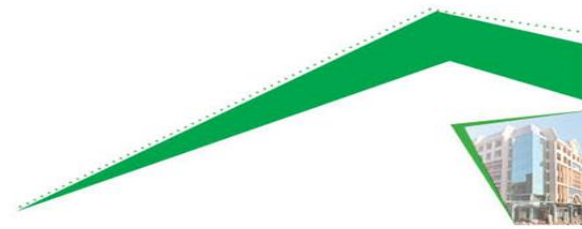
EPWP SPECIFICATION
AWARDED TENDERER WILL BE REQUIRED TO ADHERE TO ALL
EPWP SPECIFICATIONS AND REQUIREMENTS.
FOR FULL SPECIFICATIONS AND REQUIREMENTS VISIT
www.epwp.gov.za



PART C2 PRICING DATA

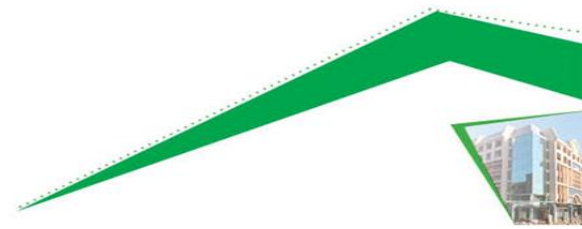


BILL OF QUANTITIES (BOQ):



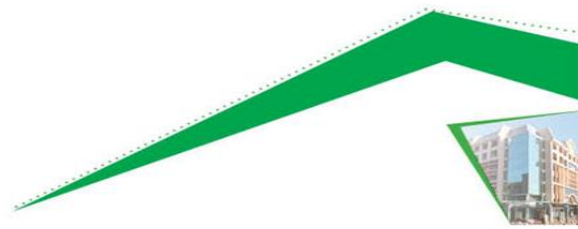
**TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN OR
TAMBO REGION FOR A PERIOD OF TWO (2) YEARS**

BILL No. 1 : PRELIMINARY AND GENERAL					
ITEM NO	SHORT DESCRIPTION	UNIT	QTY	Rate	AMOUNT
1	Rates specified below are for the full 24-month duration of this Contract.				
1.1	Fixed-charge Items: Compliance with General Conditions of Contract Insurances, Sureties, etc as outlined in the Principal Contractor's Preliminaries.				
1.1.1	Fixed	Sum	1		
1.1.2	Value related	Sum	1		
1.1.3	Time related	Sum	1		
1.2	Contract Management, Company overheads and supervision of the Works including attendance of site meetings (1 per month)				
1.2.1	Fixed	Sum	1		
1.2.2	Value related	Sum	1		
1.2.3	Time related	Sum	1		
1.3	Provision of drawings and manuals for new replacement equipment and as may be requested by the engineer.	Sum	5		
1.4	Final inspection of the works by an accredited representative and issuing of COC's including signing off of the Electrical and Mechanical installations	Sum	9		
1.5	Travelling costs. Note: The contractor will only claim distance from Mthatha to the site as per site information (P4 of this document)	Km	3000		
Total Bill No. 1 carried to summary					



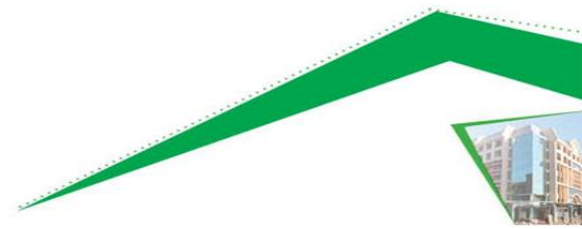
BILL No. 2 : OCCUPATIONAL HEALTH AND SAFETY

ITEM NO	SHORT DESCRIPTION	UNIT	QTY	Rate	Amount
2	OCCUPATIONAL HEALTH AND SAFE				
2.1	Preparation of the Contractor's site specific Health and Safety Plan	Sum	1		
2.2	Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Sum	1		
2.3	Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	month	24		
	Total Bill No. 2 carried to summary				



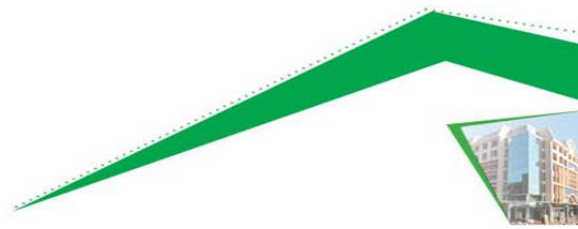
BILL No. 3 : SCHEDULE OF SERVICE AND REPAIRS

ITEM	SHORT DESCRIPTION	UNIT	QTY	Rate	Amount
	<u>SCHEDULED SERVICES : REFRIGERATION, HEATING AND VENTILATION PLANT AND EQUIPMENT</u>				
3.1	Scheduled Services : Annual Inspections, Scheduled Service and Report				
	Refer to Appendix A				
	<u>Annual Service (Major Service) - all plant:</u>				
	<u>OR Tambo Region Public Works buildings (Refer to C4 Site Information)</u>				
3.1.1	Air Conditioning Units (Mid wall split)	Each	285		
3.1.2	Air Conditioning Units (Cassette unit type)	Each	71		
3.1.3	Air Conditioning Units (under ceiling)	Each	45		
3.1.4	Air Handling Unit	Each	7		
3.1.5	LG VRV Outdoor units	Each	6		
3.1.6	Service Ventilation / Extraction fan - 100 to 500 diameter	Each	8		
	Scheduled Services : Six Monthly Inspections, Scheduled Service and Report				
3.2	<u>Six Monthly (Minor Service) - all plant:</u>				
	<u>OR Tambo Region Public Works buildings (Refer to C4 Site Information)</u>				
3.2.1	Air Conditioning Units (Mid wall split)	Each	285		
3.2.2	Air Conditioning Units (Cassette unit type)	Each	71		
3.2.3	Air Conditioning Units (under ceiling)	Each	45		
3.2.4	Air Handling Unit	Each	7		
3.2.5	LG VRV Outdoor units	Each	6		
3.2.6	Service Ventilation / Extraction fan - 100 to 500 diameter	Each	8		
TOTAL CARRIED FORWARD					



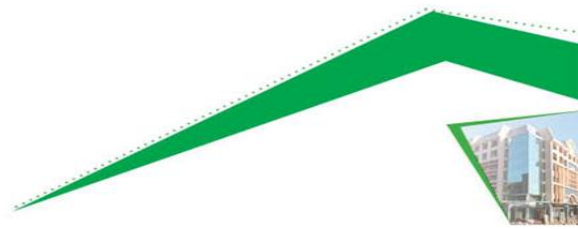
BILL No. 3: SCHEDULE OF SERVICE AND REPAIRS (Continued..)

ITEM NO	SHORT DESCRIPTION	UNIT	QTY	Rate	Amount
	TOTAL BROUGHT FORWARD				
	<u>SCHEDULE NO. 3.3</u>				
3.3	<u>SCHEDULED REPAIRS : REFRIGERATION, HEATING AND VENTILATION PLANT AND EQUIPMENT</u>				
	The repair includes the replacement rings, labour to strip existing component, remove and replace faulty parts, assemble and commission				
3.3.1	Repairs to water leaks on console, window and split type units up to 36 000 btu	No	50		
3.3.2	Refrigerant Gas per Kg				
3.3.2.1	R 410A - per 13.6kg container	No	10		
3.3.3	P 2000 trunking per meter	No	250		
3.3.4	Trunking 60 x 80mm outer bends (White)	No	50		
3.3.5	Trunking endcap (White)	No	50		
3.3.6	20mm Conduit (white) 4m	No	200		
3.3.7	Universal remote for mid wall split type units	No	150		
3.3.8	Penlight AAA batteries	Each	100		
3.3.9	Replacement of 600 x 600 washable air filters	Each	100		
3.3.10	50mf Capasitors	No	50		
TOTAL CARRIED FORWARD					



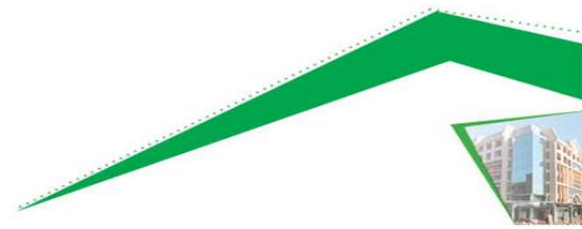
BILL No. 3 : SCHEDULE OF SERVICE AND REPAIRS (Continued..)

ITEM NO	SHORT DESCRIPTION	UNIT	QTY	RATE	Amount
	TOTAL BROUGHT FORWARD				
	<u>SCHEDULE NO. 3.4</u>				
	<u>SCHEDULED REPAIRS : REFRIGERATION, HEATING AND VENTILATION PLANT AND EQUIPMENT</u>				
	The repair includes the replacement rings, labour to strip existing component, remove and replace faulty parts, assemble and commission				
3.4.1	Supply and install air conditioning gas piping and fittings				
3.4.1.1	1/4" 6.35mm Copper piping (15.4m roll)	each	50		
3.4.1.2	3/8" 9.35mm Copper piping (15.4m roll)	each	40		
3.4.1.3	1/2" 12.7mm Copper piping (15.4m roll)	each	10		
3.4.1.4	3/4" 19.05mm Copper piping (15.4m roll)	each	10		
3.4.2	Rotary compressors - R 410 - 220 Volt - Supply and Install the following				
3.4.2.1	9000 btu	no	5		
3.4.2.2	12000 btu	no	15		
3.4.2.3	18000 btu	no	5		
3.4.2.4	36000 btu	no	3		
Total Bill No. 3 carried to summary					



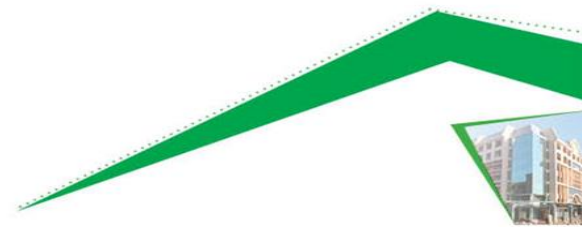
BILL No. 4 : REPLACEMENT AND NEW INSTALLATIONS

ITEM SHORT DESCRIPTION NO		UNIT	QTY		
4,1	Supply and install MIDWALL SPLIT TYPE R410 A complete, including all fixtures and fittings, control panels, Refrigerant pipe, auxiliaries and ancillaries. 9000 btu	Supply	No	10	
		Install	No	10	
4,2	12000 btu	Supply	No	30	
		Install	No	30	
4,3	18000 btu	Supply	No	5	
		Install	No	5	
4,4	24000 btu	Supply	No	4	
		Install	No	4	
4,5	Supply and install CASSET UNIT TYPE R410 A complete, including all fixtures and fittings, control panels, Refrigerant pipe, auxiliaries and ancillaries. 12000 btu	Supply	No	2	
		Install	No	2	
4,6	18000 btu	Supply	No	6	
		Install	No	6	
4,7	24000 btu	Supply	No	3	
		Install	No	3	
4,8	36000 btu	Supply	No	8	
		Install	No	8	
Total Bill No. 4 carried to summary					



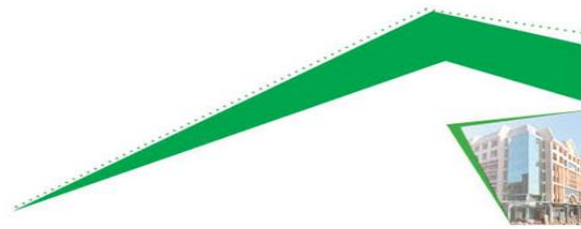
BILL No. 5. PROVISIONAL SUMS

ITEM NO	SHORT DESCRIPTION	UNIT	QTY	Rate	Amount
	PROVISIONAL SUMS				
	Contract Price Adjustment				
5,1	Contract Adjustments	Sum	1		R70 000,00
	Provisional Sums				
5,2	Allow sum of (R150 000.00) for the "as and when needed" call outs for the assessment, maintenance/repairs and reporting on split air conditioning units	Sum	1		R150 000,00
5,3	Allow sum of (R50 000.00) for Transporting of plant and equipment to and from the institutions and Contractors workshop in appropriately sized vehicles, including all hoisting and lifting tackle required for loading and unloading.	Sum	1		R50 000,00
5,4	Allow sum of (R 50 000.00) for Cleaning, degreasing and spray-painting items of plant and equipment as specified	Sum	1		R50 000,00
	TOTAL CARRIED FORWARD TO SUMMARY				R320 000,00



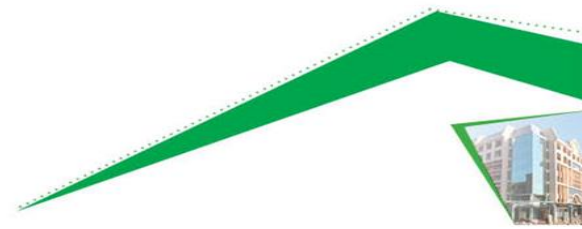
SUMMARY OF SCHEDULES

BILL NO.	DESCRIPTION			Amount
BILL NO.1	PRELIMINARY AND GENERAL			
BILL NO. 2	OCCUPATIONAL HEALTH AND SAFETY			
BILL NO.3	SCHEDULED REPAIRS			
BILL NO.4	REPLACEMENT AND NEW INSTALLATIONS			
BILL NO.5	PROVISIONAL SUMS			R320 000,00
			SUB TOTAL	
			VAT @15 %	
	GRAND TOTAL (CARRIED FORWARD TO FORM OF OFFER ON PAGE 39)			



PART C3

SCOPE OF WORKS



C3 SCOPE OF WORK

C3 Scope of Work

Project Name:	TERM CONTRACT FOR HVAC MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN OR TAMBO REGION FOR A PERIOD OF TWO (2) YEARS
Tender No:	SCMU5 - 23/24 – 0004 ORR

C3.1 Scope of Works

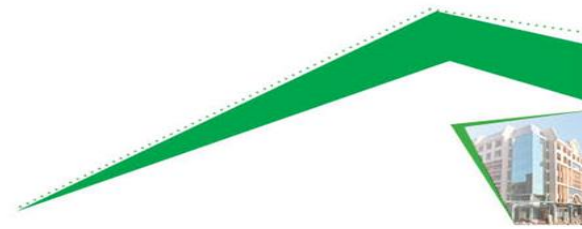
Description of Works

The Contract comprises the preventive maintenance repairs and routine maintenance of HVAC equipment at various departmental buildings in OR Tambo region, Eastern Cape Province for a period of 24 months.

Scope of Works

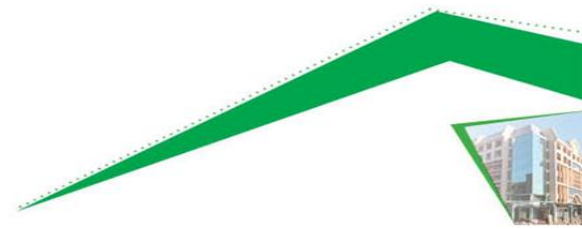
The scope of work

- The contractor will be called any time to repair, fix and replace HVAC components as client's request.



TECHNICAL SPECIFICATON

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



DETAILED TECHNICAL SPECIFICATION

1. STANDARD CONDITIONS OF CONTRACT

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

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

2. KNOWLEDGE

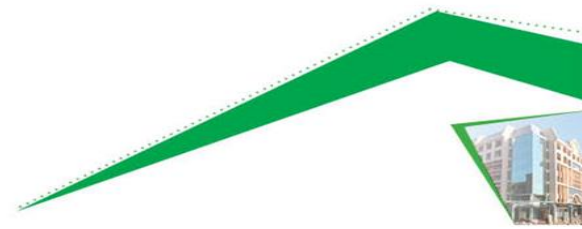
2.1. This specification is for servicing, maintenance, repair and replacement of mechanical equipment to facilities owned/leased by the Department of Social Development in the OR Tambo District Area.

2.2 It is important to note that this is a term tender and no items, quantities or materials are specified. Once a contractor is appointed thorough inspection can be done to determine repair/maintenance work to be done. Work instructions will be issued by the Department of Public Works and Infrastructure official managing the contract and the relevant department will issue a works order prior to commencement of work.

2.3 All the work to be carried out by contractor in line with manufacturer's recommendation.

2.4 The mechanical equipment repaired, maintained, serviced, supplied and installed shall be complete and functional and shall be as a minimum according to the specification, the latest revisions of the following standards and specifications as well as the standards and specifications referenced in the documents listed below:

- i) Department of Public Works and Infrastructure standard specification for electrical installation is available from National Public Works website.
- ii) SANS 10400: The Application of the National Building Regulations.
- iii) Occupational Health and Safety Act and Regulations

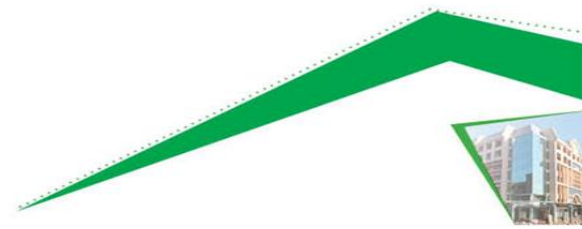


- iv) Department of Public Works and Infrastructure specification PW371: Specification of Materials and Methods to be used and is available from National Public Works website.
- v) SANS 10142: The Wiring of Premises Part 1: Low Voltage Installations
- vi) SANS 153: Cooking appliance, Cookers
- vii) SANS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

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

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

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



3. BID DOCUMENT

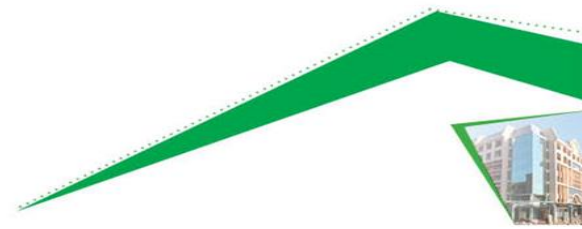
- 3.1 All documents submitted must be clearly marked, without alterations and no pages may be removed.

4. LEGAL REQUIREMENTS

- 4.1 During the supply, installation and commissioning all work shall be carried out according to the requirements of the Occupational Health and Safety Act and regulations and the health and safety plan. After completion each site/building/ shall comply to all the fire safety requirements as specified in the Occupational Health and Safety Act and regulations as well as the national building regulations as per SANS 10400 and with professional conduct and industry norms.
- 4.2 All registration certificates, written local authority approvals, test certificates and certificate of compliance shall be submitted to the Department of Public Works and Infrastructure before the installation will be accepted for first delivery.

5. WARRANTY

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



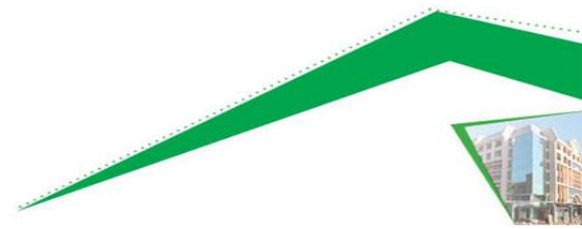
- 5.2 In the event that the contractor does not attend to such defects after being notified, the Department and/or user reserve the right to effect the rectification of the defect and recover the costs thus incurred from the contractor.

6. SITE

- 6.1 The facilities are listed in P4.
- 6.2 The buildings, sites and facilities are in use on a daily basis, safety precautions shall be taken to prevent injury or death and the possibility of damaging any nearby buildings and/or vehicles. Any disruptions and/or disturbances at the various facilities shall be kept to a minimum.
- 6.3 Buildings are not occupied continuously. Work must therefore be coordinated to ensure user attendance during executing the work.
- 6.4 Access to buildings shall only be by appointment and under supervision of the relevant DRPW official responsible person for managing this contract. Ad-hoc access and general loitering by contractor's staff will not be tolerated.
- 6.5 All contractor employees must wear identification tags and be properly dressed with PPE.

7. CONTRACT PERIOD

- 7.1 The repair, maintenance, servicing, supply and installation of all mechanical equipment shall be done over a period of **24 months**, excluding the guarantee period, commencing from the date of letter of award, or until work to the amount of the contract sum is completed – whichever event occurs first.
- 7.2 The work shall be dedicated to the annual servicing, ad-hock repairs, general repairs, maintenance and maintaining compliance of fire safety equipment and associated services.
- 7.3 Work instructions shall be issued to the contractor listing the buildings and work to be performed.



8. MAKING GOOD TO TRADES AND CLEARING SITE

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

9. PENALTY FOR DELAY

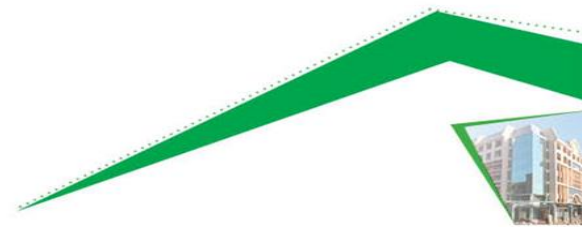
Penalties will be applied as following:

- 9.1 R1000.00 penalty for every incident of not completing a scheduled service within 14 days of the pre-agreed schedule date.
- 9.2 R2000.00 penalty for every incident of not completing a general repair within 72 hours after being instructed by a designated representative from DPW.
- 9.3 R3000.00 penalty for every incident of not attending to an emergency repair within 48 hours after instructed by a designated DRPW representative.

The above penalties will be deducted from the relevant payment certificates.

10. SUMMARY OF SCOPE OF WORK

- 10.1 This specification is for the systematic annual servicing, maintenance, general and ad-hock repair and replacement of mechanical installation of various facilities for the Department of Public Works and Infrastructure: OR Tambo District Area.
- 10.2 The HVAC equipment may consist of the following:

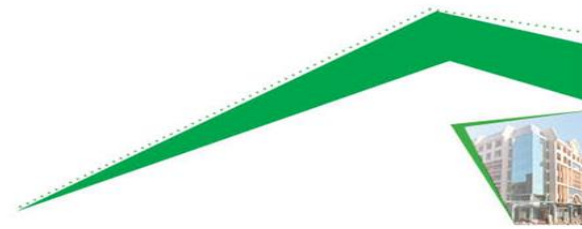


- Split units
- Console units
- Extraction fans
- Ventilation fans

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

- 10.3 Ensure all facilities and buildings comply with all the health and safety requirements as per SANS 10142.
- 10.4 Report any additional repairs and shortcomings to kitchen/HVAC equipment not previously listed but required to ensure compliance.
- 10.5 Repair kitchen/HVAC equipment on an ad-hoc basis as and when instructed by the designated representative from DPW&I
- 10.6 Provide a health and safety plan for approval complete with all the requirements of the OHS Act and this specification.
- 10.7 Provide all safety notices, health and safety plan and safety equipment.
- 10.8 Prepare a kitchen/HVAC equipment asset register with serial numbers, sizes, service and test dates for inclusion in a database for use as an asset register.
- 10.9 Repair or replace all damaged appliances in accordance with the agreed schedule.
- 10.10 Allow for the use of specialist contractors to repair, service and/or replace gas installation.

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



11. SUPERVISION

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

All electrical and gas installation work shall be performed by registered or licensed staff of the Contractor, as required by legal statute. Copies of registration or license documents shall be submitted at the beginning of this contract. Electrical testers for single phase do not comply with this requirement. Registered electrician and suitably skilled personnel shall be available to carry out any emergency repair work on a 24hour basis including week-ends and public holidays.

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

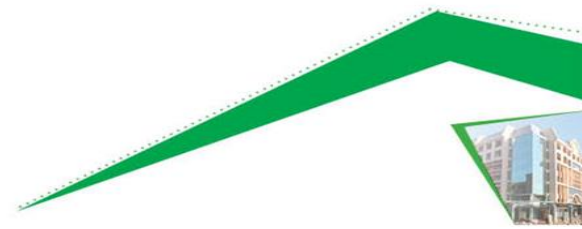
12. SAMPLES AND ALTERNATIVES

- 12.1 All material used shall comply with the relevant SANS documents. DPW reserves the right to specify the equipment and or materials utilised in the works. No alternatives to equipment and or materials are to be used unless written approval is obtained from the designated DPW official.
- 12.2 All materials used and installed to be SABS approved and clearly marked as such.

13. SERVICE PERSONNEL AND REGISTERED PREMISES

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

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



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

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

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

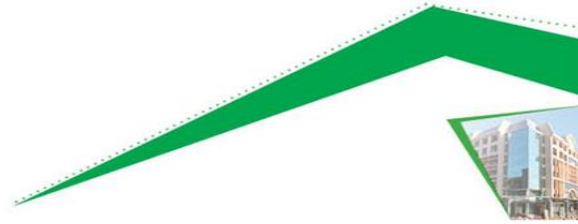
14 NOTIFICATION TO MOVE ONTO SITE

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

15 INSPECTIONS AND REPORTS

15.1 SERVICE/REPAIR REPORTS

- i) The service/repair report shall be submitted after each service/repair for all buildings or facilities and shall include the following:
- Condition of equipment
 - Allocate a number which will include the department, location and appliance identification.
 - Dates of servicing/repair, next service and testing where required.
 - Defective or missing items



- ii) The format of the report is left to the contractor's discretion but is subject to the approval of the employer's representative.
- iii) **No payment will be processed unless the service report is submitted.**

15.2 FINAL EQUIPMENT INSPECTION, STATUS AND CONDITION REPORT

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

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

15.3 ADMINISTRATION, RECORD KEEPING AND REPORTING

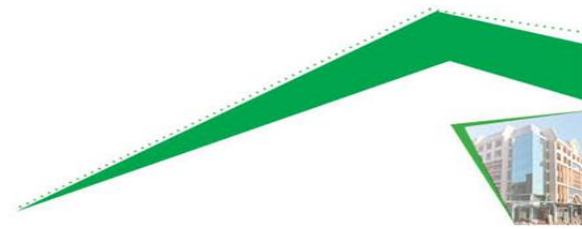
i) Administration

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

ii) Work Instructions

The Departmental representative will issue work instructions for the contractor to proceed with the servicing. This Work Instruction together with the job card and equipment register will be signed off on completion of each building or facility.

iii) Record Keeping



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

16 TRAVELLING

16.1 Travelling cost shall be included in the pricing schedule.

17. HEALTH AND SAFETY

17.1 The contractor is to comply with the Health and Safety Act and Regulations. Employees are to be supplied with Personal Protective Equipment (PPE) as required.

17.2 A Health and safety Plan shall be submitted for approval by DPW prior to commencement on work on site.

18. SERVICING PROCEDURES

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

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

EXTRACTION CANOPIES

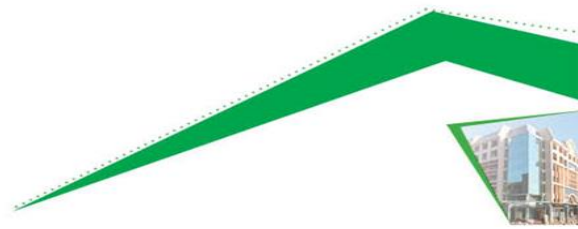
Scope

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

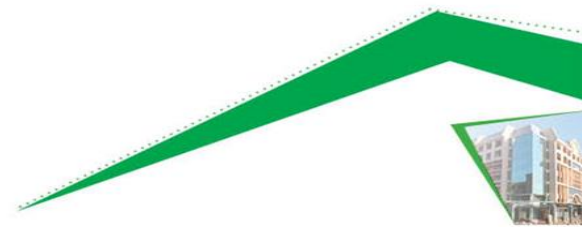
HVAC

Scope

- Inspect all electrical controls, wiring and connections.



- Lubricate all moving parts.
 - Clean condenser coils and evaporator units.
 - Check and clean drain pans and condensate drains. Treat them with anti-algae.
 - Check outdoor fan motor and blades and indoor blower assembly.
 - Check refrigerant levels.
 - Check compressor and refrigerant tubing for corrosion.
 - Test thermostat
 - Inspect, clean or change air filters
 - Replace air-conditioning unit if necessary
 - Inspect service valves for proper operation.
 - Inspect / test capacitor
-



PART C4

SITE INFORMATION

The site consist of the following buildings under OR Tambo region.

1. KD Matanzima Building, Cnr. Owen & Victoria Street, Mthatha
2. Carpenters Workshop, N2, Norwood, Mthatha
3. King Sabatha Dalindyebo Depot, Mthatha, Gerald Hawks Street, Hillcrest, Mthatha
4. Mechanical Workshop, Gerald Hawks Street, Hillcrest, Mthatha
5. Training Centre, Gerald Hawks Street, Hillcrest, Mthatha
6. Qumbu Depot, East West Street, Qumbu (next to Police Station)
7. Libode Depot, Thabo Mbeki / Megacom, Libode (close to Libode Clinic)
8. Port St Johns Depot, Old Military Base, Port St Johns
9. Lusikisiki Depot, Main Street (R61), Lusikisiki (opposite Total Garage)
10. Lusikisiki Cluster Offices
11. Unisa building, Cnr. York and Victoria Street, Mthatha
12. Mthatha Museum,
13. Botha Sigcau dedicated areas, Mthatha

An appointed contractor should note that these buildings are occupied so they will work while there are people or will have to work after hours and on weekends.