

# SBD1

## PART A: INVITATION TO BID

|   |   |                       |   |   |             |
|---|---|-----------------------|---|---|-------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE</b>   |   |                       |   |   |             |
| <b>BID NUMBER:</b>  | LDPWRI-BM/20070   | <b>CLOSING DATE</b>   | 01 JUNE 2021  | <b>CLOSING TIME:</b>  | 11:00am     |
| <b>DESCRIPTION</b>  | APPOINTMENT OF TERM CONTRACTORS FOR SUPPLY, DELIVERY, INSTALLATION, REPAIR AND MAINTENANCE OF HVAC SYSTEMS AND EQUIPMENT, FOR A PERIOD OF THREE YEARS IN THE LIMPOPO DEPARTMENT OF PUBLIC WORKS ROAD AND INFRASTRUCTURE (LDPWRI)-<br><b>WATERBERG DISTRICT.</b> |                       |   |   |             |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>  |   |                       |   |   |             |
| DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE.<br>Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.  |   |                       |   |   |             |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>   |   |                       |   |   |             |
| <b>CONTACT PERSON</b>   | Ms. MV Moloto   |                       |   |   |             |
| <b>TELEPHONE NUMBER</b>   | 0152847142  | <b>E-MAIL ADDRESS</b> | molotomv@dpw.limpopo.gov.za   |   |             |
| <b>CONTACT PERSON (TECHNICAL)</b>   | Mr. D. Dlakiya  |                       |   |   |             |
| <b>TELEPHONE NUMBER</b>   | 0152847442  | <b>E-MAIL ADDRESS</b> | DlakiyaD@dpw.limpopo.gov.za   |   |             |
| <b>SUPPLIER INFORMATION</b>   |   |                       |   |   |             |
| <b>NAME OF BIDDER</b>   |   |                       |   |   |             |
| <b>POSTAL ADDRESS</b>   |   |                       |   |   |             |
| <b>STREET ADDRESS</b>   |   |                       |   |   |             |
| <b>TELEPHONE NUMBER</b>   | <b>CODE</b>   |                       | <b>NUMBER</b>   |   |             |
| <b>CELLPHONE NUMBER</b>   |   |                       |   |   |             |
| <b>E-MAIL ADDRESS</b>   |   |                       |   |   |             |
| <b>VAT REGISTRATION NUMBER</b>  |   |                       |   |   |             |
| <b>SUPPLIER COMPLIANCE STATUS</b>   | <b>TAX COMPLIANCE SYSTEM PIN:</b>   |                       | <b>OR</b>   | <b>CENTRAL SUPPLIER DATABASE No:</b>  | <b>MAAA</b> |
| <b>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</b>   | TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No  |                       | <b>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</b>                                      | TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No                      |             |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>   |   |                       |   |   |             |
| <b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]  |                       | <b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |             |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>   |   |                       |   |   |             |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?   |   |                       | <input type="checkbox"/> YES <input type="checkbox"/> NO                        |   |             |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?   |   |                       | <input type="checkbox"/> YES <input type="checkbox"/> NO                        |   |             |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  |   |                       | <input type="checkbox"/> YES <input type="checkbox"/> NO                        |   |             |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?   |   |                       | <input type="checkbox"/> YES <input type="checkbox"/> NO                        |   |             |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?   |   |                       | <input type="checkbox"/> YES <input type="checkbox"/> NO                        |   |             |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. |   |                       |   |   |             |

## PART B: TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....



LIMPOPO

PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF

PUBLIC WORKS, ROADS & INFRASTRUCTURE

**LDPWR-BM/20070:APPOINTMENT OF TERM CONTRACTORS FOR SUPPLY, DELIVERY, INSTALLATION, REPAIR AND MAINTENANCE OF HVAC SYSTEMS AND EQUIPMENT, FOR A PERIOD OF THREE YEARS IN THE LIMPOPO DEPARTMENT OF PUBLIC WORKS ROAD AND INFRASTRUCTURE (LDPWRI)\_WATERBERG DISTRICT.**

**Issued by:**

Limpopo Department of Public Works, Roads and Infrastructure  
Works Towers Building  
43 Church Street  
Polokwane  
0700

**Contact Person: General Queries**

Name : Mrs Moloto MV,  
Tel No. : 0152847142  
Email : [molotomv@dpw.limpopo.gov.za](mailto:molotomv@dpw.limpopo.gov.za)

**Technical: Technical Queries**

Name : Mr D. Dlakiya  
Tel No. : 015 284 7442  
Email : [DlakiyaD@dpw.limpopo.gov.za](mailto:DlakiyaD@dpw.limpopo.gov.za)

Name of the Bidder : .....



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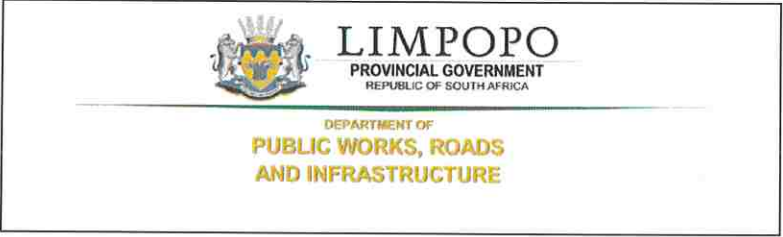
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# PART T1: TENDERING PROCEDURE

## 1.1 Tender Notice and Invitation to Tender

Limpopo Department of Public Works, Roads and Infrastructure (LDPWR&I) invites tenders supply, delivery, installation, repair and maintenance of HVAC systems and equipment, for a period of three years in the Limpopo department of public works road and infrastructure (LDPWRI). The bidders should be registered Construction Industry Development Board in grading designation of 3 ME or higher to be eligible to this bid.

The department will appoint five (5) service providers for the following district municipalities:

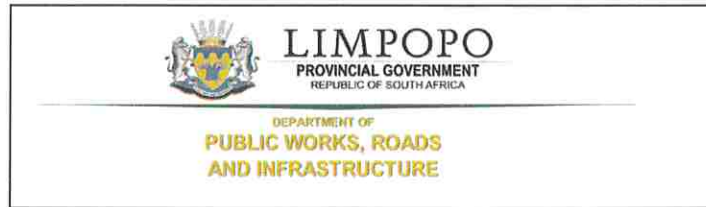
- Capricorn District
- Mopani District
- Sekhukhune District
- Vhembe District and
- Waterberg Districts.

Appointment will be limited to one service provider per district. In the event that it is not possible to appoint one service provider per district, one service provider can be appointed to a maximum of two (2) districts.

LDPWR&I or any client department or any organs of state including Municipalities and State Owned Entities, may make use this term contract and issue Task Orders or Job cards, for work falling within the scope of the contained herein.

|  |   |
|--|---|
| <b>Project Name</b>  | Appointment of term contractors for supply, delivery, installation, repair and maintenance of HVAC systems and equipment, for a period of three years in the Limpopo department of public works road and infrastructure (LDPWRI) <b>Waterberg district.</b>   |
| <b>Tender Number</b>   | <b>LDPWRI-BM/20070</b>  |
| <b>Tender documents availability</b>   | Tender documents available on <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> , CIDB website and <a href="http://www.dpw.limpopo.gov.za">www.dpw.limpopo.gov.za</a>  |
| <b>Address for submission of tenders</b>   | DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE.<br>Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.  |
| <b>Closing date of the tender</b>  | As per advert   |
| <b>Closing time of the tender</b>  | 11:00 am  |
| <b>Compulsory briefing meeting</b><br>(Tenderers must sign the attendance register in the name of the tendering entity)  | No compulsory briefing  |
| <b>Price of the tender document</b>  | Tender documents available on online  |
| <b>Evaluation criteria</b>   | 1. Compliance (mandatory or compulsory requirements)<br>2. Functionality<br>3. Price and Preference   |
| <b>Mandatory or Compulsory Requirements</b> (failure to submit, complete or comply with these requirements will lead to automatic disqualification)                        | Completed and signed Form of Offer<br>Completed and signed SBD 1, SBD 3..2, SBD 4, SBD 6.1, SBD 8, SBD 9<br>Completed and signed Compulsory declaration and record of addendum (if applicable)  |
| <b>Administrative documents</b> (failure to submit, complete or comply with these requirements will lead to failure in allocation of points as relevant during evaluation) | a. Letters of completed similar projector current work on an appropriate letterhead and signed off by client, must be attached. The letters must detail the scope of work undertaken, project value, date of award and completion, and location where work was carried out.<br>b. Curriculum Vitae (not longer than 4 pages) of all key staff allocated to this project, indicating their experience and qualifications and professional registration with various councils.<br>c. Certified copies (not older than 6 months) of all qualifications, professional registrations and training. |

|                         |   |
|-------------------------|---|
|                         | <p>d. List of plant as detailed in this bid document.</p> <p>e. Physical location of the bidder - Company office and established factory in Limpopo Province.</p> <p>f. Signed Preferencing Schedule, including submitting the supporting documents.</p> <ul style="list-style-type: none"> <li>o B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS). Or in the case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, if permitted in terms of the relevant code or A duly completed sworn affidavit on the relevant form obtained from the DTI website (<a href="https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp">https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp</a>).</li> <li>o <b>Bidders must note that failure to complete the declaration and/or submitting the above-mentioned supporting documentation will lead to the rejection of a claim for a preference.</b></li> </ul> <p>g. Annual financial statements that comply with the with the companies act and must not be older than 18 months.</p> <p>h. The tender document should be returned in printed and original form. It may not be re-typed or altered in any way. The documents must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line through it and writing the correct information above it. Tenderer to sign next to the correction. <b>Use of correction fluid is prohibited and bidders shall automatically be disqualified</b></p> |
| <p><b>Enquiries</b></p> | <p><b>General:</b></p> <p>Name : Mrs Moloto MV,<br/> Tel No. : 0152847142<br/> Email : <a href="mailto:mvolotomv@dpw.limpopo.gov.za">mvolotomv@dpw.limpopo.gov.za</a></p> <p><b>Technical:</b></p> <p>Name : Mr D. Dlakiya<br/> Tel No. : 015 284 7442<br/> Email : <a href="mailto:DlakiyaD@dpw.limpopo.gov.za">DlakiyaD@dpw.limpopo.gov.za</a></p>  |
|                         | <p>Telegraphic, telephonic, scanned documents, facsimile, e-mail and late tenders will not be accepted.</p>   |



## T1.2 Tender Data

| Clause number | Tender Data   |
|---------------|---|
|               | <p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See <a href="http://www.cidb.org.za">www.cidb.org.za</a>) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.</p> <p>The Standard Conditions of Tender make 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 standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p> <p>The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender. Add the following to clauses in Standard Conditions of Tender:</p> |
| C.1.1         | The Employer is the Department of Public Works, Roads and Infrastructure  |
| C.1.2         | <p>The following documents form part of this tender:</p> <ul style="list-style-type: none"> <li>- The General Condition of Contract for Goods and Services is applicable to this work.</li> </ul> <p><b>The Tender</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 Tender notice and invitation to tender<br/>T1.2 Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 List of returnable documents<br/>T2.2 Returnable schedules</p> <p><b>The Contract Part C1: Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance<br/>C1.2 Contract data</p> <p><b>The Contract Part C2: Pricing data</b></p> <p>C2.1 Pricing instructions<br/>C2.2 Bills of Quantities</p> <p><b>Part 3: Scope of work</b></p> <p>C3.1 Scope of work<br/>C3.2 Drawings<br/>C3.3 Specifications</p>   |



|        |  |
|--------|--|
| C.1.4  | <p>The employer's representatives are :</p> <p><b>General:</b><br/> Name : Mrs Moloto MV<br/> Tel No. : 0152847142<br/> Email : <a href="mailto:MolotoMV@dpw.limpopo.gov.za">MolotoMV@dpw.limpopo.gov.za</a></p> <p><b>Technical:</b><br/> Name : Mr D. Dlakiya<br/> Tel No. : 015 284 7442<br/> Email : <a href="mailto:DlakiyaD@dpw.limpopo.gov.za">DlakiyaD@dpw.limpopo.gov.za</a></p> <p>Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer.</p> <p>Only information issued formally by the Employer in writing to Tenderers will be regarded as amending the Tender Documents.</p>   |
| C.1.5  | The employer reserve the right to cancel the tender prior to the award of the tender.  |
| C1.6.2 | A competitive negotiation procedure will not be followed.  |
| C1.6.3 | A two-stage system will not be followed.   |
| C.2.1  | <p><b>Eligibility Criteria</b></p> <p>Only tenderers who are registered with the Construction Industry Development Board (CIDB) with designation of 3 ME or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. Every member of the joint venture is registered with the CIDB.</li> <li>2. The lead partner has a contractor grading designation of 4 ME or Higher for HVAC maintenance and service- Infrastructure or not lower than one level below the required grading designation in the class of HVAC maintenance and service works – Infrastructure under considerations and possess the required recognition status.</li> <li>3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an HVAC maintenance and service – Infrastructure or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol> <p>The tenderer must also submit the compulsory returnable documentation listed in of this tender</p> |
| C.2.7  | <p><b>Compulsory site briefing</b></p> <p>No compulsory briefing session</p>   |
| C.2.11 | <p><b>Alterations to the documents</b></p> <p>Bidders are required to not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations</p>  |
| C.2.12 | <p><b>Alternative tender offer</b></p> <p>No alternative tender offer is permitted in this tender.</p>   |

|          |   |
|----------|---|
| C.2.13.2 | <b>Replace sub-clause C.2.13.2 with the following;</b><br>Return all returnable documents to the employer after completing them in their entirety by writing in <b>non-erasable black ink</b>   |
| C.2.13.3 | Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.  |
| C.2.13.4 | The tender shall be signed by a person duly authorized to do so.  |
| C.2.13.5 | The sealed original tender must be submitted to the employer by no later than the closing date and time.<br><br><b>Location of tender box: DEPARTMENT OF PUBLIC WORKS, ROADS &amp; INFRASTRUCTURE.</b><br><b>Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699</b><br><b>Identification details:</b> Sealed Tender with Tender reference number, Title of Tender and the closing date and time of the tender.  |
| C.2.15.1 | The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.  |
| C.2.16.1 | The tender offer validity period is <b>12 weeks</b> .   |
| C.2.23   | The tenderer is required to submit the following:<br><br><b>Broad-Based Black Economic Empowerment Status Level Certificates</b><br><br>B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS). Or in the case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, if permitted in terms of the relevant code or A duly completed sworn affidavit on the relevant form obtained from the DTI website ( <a href="https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp">https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp</a> ). <b>Failure to complete the declaration and/or submitting the above-mentioned supporting documentation will lead to the rejection of a claim for a preference.</b> |
| C3.2     | Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.   |
| C.3.11   | The tenderers will be evaluated in three (3) stages<br>(i) Mandatory and administrative Compliance<br>(ii) Functionality<br>(iii) Price and Preference<br>(iv) Negotiations   |

- (i) Stage 1: Administrative Compliance: The Compliance or compulsory documents and returnables are detailed in Section T.2.1 of this tender document. Failure to submit, complete or comply with these requirements will lead to automatic disqualification.
- (ii) Stage 2: Functionality: Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below. **Bidders are required to score a minimum number of evaluation points of 70 for functionality in order to proceed to the next phase of evaluation.**

| CRITERIA                             | DESCRIPTION  | POINTS     |
|--------------------------------------|--|------------|
| a) Bidders previous experience       | Bidder's past experience (proof of supply, maintenance and repairs of HVAC).       | 25         |
| b) Key personnel                     | Background and experience of all key personnel proposed to undertake the services. | 50         |
| c) Plant                             | Bidder submit a list of plant  | 10         |
| d) Physical location in the province | Company office and fully established factory established in Limpopo Province       | 15         |
| <b>Maximum possible Score</b>        |  | <b>100</b> |

Refer to **EVALUATION SCHEDULE 1 and 2** for more details.

- (iii) Stage 3: Ranking of bidders based on comparative price and Preference: the 80/20 point system will be applicable for this bid.

The procedure for final evaluation and ranking of the bidders will be based on Method 2 (Financial offer and preference).

The number of evaluation points awarded for financial offer will be calculated using this equation.

$$P = 80 * \left( 1 - \frac{(P_o - P_m)}{P_m} \right)$$

Where:

$P$  is the points awarded to the bid under consideration

$P_m$  is the lowest acceptable bid price

$P_o$  is the comparative price under consideration

The number of tender evaluation points awarded for preferences claimed in accordance the following Table.

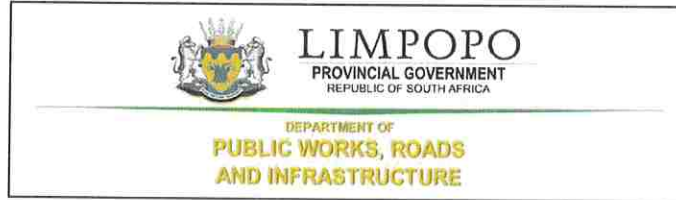
| <b>B-BBEE status level of contributor</b>       | <b>80/20 preference points system</b> |
|---|---------------------------------------|
| Level 1 contributor                             | 20                                    |
| Level 2 contributor                             | 18                                    |
| Level 3 contributor                             | 14                                    |
| Level 4 contributor                             | 12                                    |
| Level 5 contributor                             | 8                                     |
| Level 6 contributor                             | 6                                     |
| Level 7 contributor                             | 4                                     |
| Level 8 contributor                             | 2                                     |
| Form not completed or non-complaint contributor | 0                                     |



**LIMPOPO**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF  
**PUBLIC WORKS, ROADS  
AND INFRASTRUCTURE**

## **PART T2: RETURNABLE DOCUMENTS**



## T2.1 : LIST OF RETURNABLE DOCUMENTS

1. The following returnable documents **are compulsory**, failure to comply will be considered non-responsive, and the bid will not be evaluated any further. All of these returnable documents are incorporated into the bid documents.
  - a. SBD 1: Invitation to bid
  - b. SBD 3.2: Pricing schedule – non-firm prices
  - c. SBD 4: Declaration of Interest
  - d. Completed and signed Form of offer
  - e. SBD 8: Declaration of the bidder's past SCM practices
  - f. SBD 9: Certificate of Bid independent determination
  - g. Record of Addenda (if applicable)
  - h. Compulsory declaration
  - i. SBD 6.1: Reference Points claim form in terms of the Preferential Procurement Regulations 2017 or amended. (fully completed and signed).
  
2. The following returnable documents are **required for tender evaluation purposes (i.e. awarding of scoring points)**
  - a. Letters of completion for previous or current work on an appropriate letterhead and signed off by client, must be attached. The letters must detail the scope of work undertaken, project value undertaken, date of award and completion, and location where work was carried out.
  - b. Curriculum Vitae (not longer than 4 pages) of all key staff allocated to this project, indicating their experience and qualifications and professional registration with various councils.
  - c. Certified copies (not older than 6 months) of all qualifications, professional registrations and training
  - d. Methodology statement stating how material will be handled to enable the bidder to respond within 24 hours from employers agent making a call for repairs and the equipment and a valid certificate of testing and maintenance of HVAC).
  - e. Signed Preferencing Schedule, including submitting the supporting documents
    - B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS). Or in the case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, if permitted in terms of the relevant code, or a valid original sworn affidavit
    - A duly completed sworn affidavit on the relevant form obtained from the DTI website ([https://www.thedti.gov.za/economic\\_empowerment/bee\\_codes.jsp](https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp)). Failure to submit these documents will result in no points allocated
    - **Bidders must note that failure to complete the declaration and/or submitting the above-mentioned supporting documentation will lead to the rejection of a claim for a preference.**
  - f. Certified copy of the company's directors' identity documents not older than six (6) months. No copy of a certified copy will be accepted.
  - g. Not appearing on the National Treasury's list of black listed entities
  - h. A unique security Personal Identification number (PIN) issued by the South African Revenue Services.
  - i. Submission of fully Completed and Priced Bill of Quantities.
  - j. Company office and fully established factory established in Limpopo Province.

## T 2.2 : RETURNABLE SCHEDULE

|     | Document Name  | Returnable document                                      |
|-----|--|--|
| 1.  | Record of Addenda to the tender  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2.  | Compulsory Declaration   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.  | SBD 1: Invitation to Bid   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.  | Preferencing schedule: Broad-based Black Economic Empowerment status   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5.  | Proposed amendments and qualifications (if applicable)   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6.  | SBD 3.2: Pricing schedule – non-firm prices  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.  | SBD 4: Declaration of Interest   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 8.  | SBD 6.1: Reference Points claim form in terms of the Preferential Procurement Regulations 2017 or amended  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 9.  | SBD 6.2 Declaration Certificate for Local Production and Content   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 10. | SBD 8: Declaration of the bidder's past SCM practices  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 11. | SBD 9: Certificate of Bid determination  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 12. | Form of offer  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 13. | CSD summary report   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 14. | Tax pin  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 15. | Certified copy of Contractor Registration for Incorporation or of Company Registration Document  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 16. | B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS) or a valid original sworn affidavit | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 17. | Methodology/Method statement   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 18. | Certificates or letters of completed or current similar projects, with Contactable references and on the Client's letterhead   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 19. | Certified copy of directors' identity documents  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 20. | Company office and fully established factory established in Limpopo Province and plant   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 21. | Curriculum Vitae (not longer than 4 pages) of all key staff  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 22. | Certified copies (not older than 6 months) of all qualifications, professional registrations and training  | <input type="checkbox"/> Yes <input type="checkbox"/> No |

## Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

|     | Date | Title or Details |
|-----|------|------------------|
| 1.  |      |                  |
| 2.  |      |                  |
| 3.  |      |                  |
| 4.  |      |                  |
| 5.  |      |                  |
| 6.  |      |                  |
| 7.  |      |                  |
| 8.  |      |                  |
| 9.  |      |                  |
| 10. |      |                  |

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_



# Compulsory Declaration

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

## Section 1: Enterprise Details

|                            |  |
|----------------------------|--|
| <b>Name of enterprise:</b> |  |
| <b>Contact person:</b>     |  |
| <b>Email:</b>              |  |
| <b>Telephone:</b>          |  |
| <b>Cell no</b>             |  |
| <b>Fax:</b>                |  |
| <b>Physical address</b>    |  |
| <b>Postal address</b>      |  |

## Section 2: Particulars of companies and close corporations

|  |  |
|--|--|
| <b>Company / Close Corporation registration number</b> |  |
|--|--|

## Section 3: SARS Information

|                                 |   |
|---------------------------------|---|
| <b>Tax reference number</b>     |   |
| <b>VAT registration number:</b> | <i>State Not Registered if not registered for VAT</i> |

## Section 4: CIDB registration number : N/A

## Section 5: National Treasury Central Supplier Database

|   |  |
|---|--|
| <b>Supplier number</b>                      |  |
| <b>Unique registration reference number</b> |  |

## Section 6: Particulars of principals

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

| <b>Full name of principal</b> | <b>Identity number</b> | <b>Personal tax reference number</b> |
|-------------------------------|------------------------|--------------------------------------|
|                               |                        |                                      |
|                               |                        |                                      |
|                               |                        |                                      |
|                               |                        |                                      |

Attach separate page if necessary

**Section 7: Record in the service of the state**

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

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

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

| Name of principal | Name of institution, public office, board or organ of state and position held | Status of service<br><i>(tick appropriate column)</i> |                       |
|-------------------|---|---|-----------------------|
|                   |   | Current   | Within last 12 months |
|                   |   |   |                       |
|                   |   |   |                       |

\*insert separate page if necessary

**Section 8: Record of family member in the service of the state**

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

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

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

| Name of family member | Name of institution, public office, board or organ of state and position held | Status of service<br><i>(tick appropriate column)</i> |                       |
|-----------------------|---|---|-----------------------|
|                       |   | Current   | Within last 12 months |
|                       |   |   |                       |
|                       |   |   |                       |

\*insert separate page if necessary

**Section 9: Record of termination of previous contracts with an organ of state**

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

Yes       No (Tick appropriate box)

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

**Section 10: Declaration**

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

- i) neither the name of the tendering entity or any of its principals appears on:
  - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities A of 2004 (Act No. 12 of 2004)
  - b) National Treasury’s Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))
- ii) neither the tendering entity of any of its principals has within the last five years been convicted of fraud or corruptic by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative wo outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreemer or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goo and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tende or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tende
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that cou cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to ar municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer’s tax compliance status the Employer and when called upon to do so, obtain the written consent of any subcontractors who ar subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by th National Treasury, for SARS to do likewise.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise \_\_\_\_\_

## 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.

| Page | Clause or item | Proposal |
|------|----------------|----------|
|      |                |          |

Signed

Date

Name

Position

*Tenderer*

**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder..... Bid number.....

Closing Time 11:00 ..... Closing date.....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

---

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY<br>**(ALL APPLICABLE TAXES INCLUDED) |
|----------|----------|-------------|--|
|----------|----------|-------------|--|

---

- Required by: .....
- At: .....
- 
- 
- Brand and model:.....
- 
- Country of origin: .....
- 
- 
- Does the offer comply with the specification(s)? \*YES/NO
- 
- If not to specification, indicate deviation(s): .....
- 
- Period required for delivery: .....
- 
- Delivery: \*Firm/not firm

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....  
 Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

| FACTOR<br>(D1, D2 etc. eg. Labour, transport etc.) | PERCENTAGE OF BID PRICE |
|--|-------------------------|
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |

**PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

| PARTICULARS OF FINANCIAL INSTITUTION | ITEM NO | PRICE | CURRENCY | RATE | PORTION OF PRICE SUBJECT TO ROE | AMOUNT OF FOREIGN CURRENCY REMITTED ABROAD |
|--------------------------------------|---------|-------|----------|------|---------------------------------|--|
|                                      |         |       |          | ZAR= |                                 |  |
|                                      |         |       |          | ZAR= |                                 |  |
|                                      |         |       |          | ZAR= |                                 |  |
|                                      |         |       |          | ZAR= |                                 |  |
|                                      |         |       |          | ZAR= |                                 |  |
|                                      |         |       |          | ZAR= |                                 |  |

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

| AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD: | DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE | DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE | DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE |
|--|---|---|---|
|  |   |   |   |
|  |   |   |   |
|  |   |   |   |

## SBD 4: DECLARATION OF INTEREST

11. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

12. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:.....

2.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

2.4. Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....

2.5. Tax Reference Number: .....

2.6. VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means -

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; oe) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder  
presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member : .....

Name of state institution at which you or the person

20

T2.1B



connected to the bidder is employed :  
Position occupied in the state institution:

.....  
.....

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

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

2.11. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

**3 Full details of directors / trustees / members / shareholders.**

| Full Name | Identity Number | Personal Income Tax Reference Number | State Employee Number / Peral Number |
|-----------|-----------------|--------------------------------------|--------------------------------------|
|           |                 |                                      |                                      |
|           |                 |                                      |                                      |
|           |                 |                                      |                                      |
|           |                 |                                      |                                      |
|           |                 |                                      |                                      |
|           |                 |                                      |                                      |
|           |                 |                                      |                                      |
|           |                 |                                      |                                      |
|           |                 |                                      |                                      |
|           |                 |                                      |                                      |

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

**SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

or

**90/10**

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

or

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1                                  | 10                              | 20                              |
| 2                                  | 9                               | 18                              |
| 3                                  | 6                               | 14                              |
| 4                                  | 5                               | 12                              |
| 5                                  | 4                               | 8                               |
| 6                                  | 3                               | 6                               |
| 7                                  | 2                               | 4                               |
| 8                                  | 1                               | 2                               |
| Non-compliant contributor          | 0                               | 0                               |

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in

paragraph 1 of this form;

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

|  |
|--|
| <p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p> |
|--|

|  |
|--|
| <p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p> |
|--|

## **SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

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

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.



**2. Definitions**

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
  - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
  - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
  - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
  - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
  - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
  - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
  - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
  - 2.9. **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
| 1. Electrical and telecoms                     | 90%                                 |
| 2. Fabricated Structural Steel                 | 100%                                |
| 3. Joining/Connecting Components               | 100%                                |
| 4. Frames (Doors and windows)                  | 100%                                |
| 5. Plastic pipes                               | 100%                                |
| 6. Roofing and cladding                        | 100%                                |
| 7. Fasteners                                   | 100%                                |
| 8. Wire products                               | 100%                                |
| 9. Ducting and structural pipework             | 100%                                |
| 10. Gutters, downpipes and launders            | 100%                                |

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

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

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

| Currency       | Rates of exchange |
|----------------|-------------------|
| US Dollar      |                   |
| Pound Sterling |                   |
| Euro           |                   |
| Yen            |                   |
| Other          |                   |

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

4. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?  
(Tick applicable box)

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

**IN RESPECT OF BID NO.** .....

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

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## SBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| Item  | Question   | Yes                             | No                             |
|-------|--|---------------------------------|--------------------------------|
| 4.1   | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:  |                                 |                                |
| 4.2   | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:  |                                 |                                |
| 4.3   | <p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:  |                                 |                                |

|       |   |                                 |                                |
|-------|---|---------------------------------|--------------------------------|
| 4.4   | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:   |                                 |                                |

I, THE UNDERSIGNED (FULL NAME) .....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

---

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

# EVALUATION SCHEDULE 1: FUNCTIONALITY CRITERIA

idders are required to score a minimum number of evaluation points of 70 for functionality in order to proceed to the next phase of evaluation.

| Technical Criteria  | Sub-criteria  | Points   |             |        |                |  |    |   |                                     |    |                                   |   |                                      |   |          |             |        |                    |   |    |  |                                      |    |                                  |   |  |   |    |
|---|---|----------|-------------|--------|----------------|--|----|---|-------------------------------------|----|-----------------------------------|---|--------------------------------------|---|----------|-------------|--------|--------------------|---|----|--|--------------------------------------|----|----------------------------------|---|--|---|----|
| <p> bidder's team's appropriate qualifications and experience including installation, repair and maintenance of HVAC systems, including refurbishment/renovation or restoration on a such installation</p> <p><b>Note: Letters of Appointment will not be considered as required proof of experience. Only relevant and signed letters from clients are acceptable, including both current and previous projects.</b></p> | <p>Letter of completion for previous work and or current projects on installation of HVAC, maintenance of HVAC, on an appropriate letterhead and signed off by client, must be attached. Letter must detail the scope of work undertaken, project value undertaken, date of award, completion and or expected completion date and location where work is/was carried out).</p> <ul style="list-style-type: none"> <li>• 1 x Letter – (5 points)</li> <li>• 2 x Letters – (10 points)</li> <li>• 3 x Letters – (15 points)</li> <li>• 4 x Letters - (20 points)</li> <li>• 5 or more x Letters – (25 points)</li> </ul>  | 25       |             |        |                |  |    |   |                                     |    |                                   |   |                                      |   |          |             |        |                    |   |    |  |                                      |    |                                  |   |  |   |    |
| <p>Personnel Capacity background and experience of all personnel proposed to undertake the services)</p>  | <p><b>Proposed project resource schedule [provide names of appropriately registered personnel. SARACCA registration certificate identify each resource, and specify role in the project].</b></p> <p>Certified copies shall be less than 3 months.</p> <p><b>a) Allocation of Points for registered Technologist (Max = 20 points)</b></p> <table border="1" data-bbox="491 1064 1289 1388"> <thead> <tr> <th>Category</th> <th>Description</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Qualifications</td> <td>Air-conditioning and refrigeration practitioner registration with SARACCA.</td> <td>10</td> </tr> <tr> <td rowspan="3">Experience (in the maintenance, repair or servicing of lifts)</td> <td>5 years or more relevant experience</td> <td>10</td> </tr> <tr> <td>1 to 4 years relevant experience.</td> <td>6</td> </tr> <tr> <td>Less than 1 year relevant experience</td> <td>0</td> </tr> </tbody> </table> <p><b>b) Allocation of Points for Technician (Max = 20 points)</b></p> <table border="1" data-bbox="491 1512 1289 1859"> <thead> <tr> <th>Category</th> <th>Description</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>(i) Qualifications</td> <td>Unitary Air conditioning unit installer registered with SARACCA</td> <td>10</td> </tr> <tr> <td rowspan="3">(ii) Experience (in the maintenance, repair or servicing of lifts)</td> <td>5 years or more relevant experience.</td> <td>10</td> </tr> <tr> <td>1 to 4 years relevant experience</td> <td>6</td> </tr> <tr> <td>Less than 1 year relevant experience in the maintenance, repair or servicing of lifts.</td> <td>0</td> </tr> </tbody> </table> | Category | Description | Points | Qualifications | Air-conditioning and refrigeration practitioner registration with SARACCA. | 10 | Experience (in the maintenance, repair or servicing of lifts) | 5 years or more relevant experience | 10 | 1 to 4 years relevant experience. | 6 | Less than 1 year relevant experience | 0 | Category | Description | Points | (i) Qualifications | Unitary Air conditioning unit installer registered with SARACCA | 10 | (ii) Experience (in the maintenance, repair or servicing of lifts) | 5 years or more relevant experience. | 10 | 1 to 4 years relevant experience | 6 | Less than 1 year relevant experience in the maintenance, repair or servicing of lifts. | 0 | 50 |
| Category  | Description   | Points   |             |        |                |  |    |   |                                     |    |                                   |   |                                      |   |          |             |        |                    |   |    |  |                                      |    |                                  |   |  |   |    |
| Qualifications  | Air-conditioning and refrigeration practitioner registration with SARACCA.  | 10       |             |        |                |  |    |   |                                     |    |                                   |   |                                      |   |          |             |        |                    |   |    |  |                                      |    |                                  |   |  |   |    |
| Experience (in the maintenance, repair or servicing of lifts)   | 5 years or more relevant experience   | 10       |             |        |                |  |    |   |                                     |    |                                   |   |                                      |   |          |             |        |                    |   |    |  |                                      |    |                                  |   |  |   |    |
|   | 1 to 4 years relevant experience.   | 6        |             |        |                |  |    |   |                                     |    |                                   |   |                                      |   |          |             |        |                    |   |    |  |                                      |    |                                  |   |  |   |    |
|   | Less than 1 year relevant experience  | 0        |             |        |                |  |    |   |                                     |    |                                   |   |                                      |   |          |             |        |                    |   |    |  |                                      |    |                                  |   |  |   |    |
| Category  | Description   | Points   |             |        |                |  |    |   |                                     |    |                                   |   |                                      |   |          |             |        |                    |   |    |  |                                      |    |                                  |   |  |   |    |
| (i) Qualifications  | Unitary Air conditioning unit installer registered with SARACCA   | 10       |             |        |                |  |    |   |                                     |    |                                   |   |                                      |   |          |             |        |                    |   |    |  |                                      |    |                                  |   |  |   |    |
| (ii) Experience (in the maintenance, repair or servicing of lifts)  | 5 years or more relevant experience.  | 10       |             |        |                |  |    |   |                                     |    |                                   |   |                                      |   |          |             |        |                    |   |    |  |                                      |    |                                  |   |  |   |    |
|   | 1 to 4 years relevant experience  | 6        |             |        |                |  |    |   |                                     |    |                                   |   |                                      |   |          |             |        |                    |   |    |  |                                      |    |                                  |   |  |   |    |
|   | Less than 1 year relevant experience in the maintenance, repair or servicing of lifts.  | 0        |             |        |                |  |    |   |                                     |    |                                   |   |                                      |   |          |             |        |                    |   |    |  |                                      |    |                                  |   |  |   |    |



|   | <p><b>c) Allocation of points for Artisan (Max Points = 10 points)</b></p> <table border="1"> <thead> <tr> <th>Category</th> <th>Description</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td rowspan="2">(i) Registration with Council and relevant body</td> <td>Legal appointment for a site Safety Officer appointed in terms of the Occupational Health and Safety Act (OHS Act) with registration with the professional council as a Safety Officer</td> <td>5</td> </tr> <tr> <td>No registration with the professional council as Safety Officer</td> <td>0</td> </tr> <tr> <td rowspan="3">(ii) Experience</td> <td>5 years' experience or more as safety Officer</td> <td>5</td> </tr> <tr> <td>1 to 4 years of experience as an Safety Officer</td> <td>2</td> </tr> <tr> <td>Less than 1 year experience</td> <td>0</td> </tr> </tbody> </table> | Category    | Description | Points  | (i) Registration with Council and relevant body | Legal appointment for a site Safety Officer appointed in terms of the Occupational Health and Safety Act (OHS Act) with registration with the professional council as a Safety Officer | 5 | No registration with the professional council as Safety Officer | 0 | (ii) Experience | 5 years' experience or more as safety Officer | 5  | 1 to 4 years of experience as an Safety Officer | 2 | Less than 1 year experience | 0 |  |
|---|--|-------------|-------------|---|---|--|---|---|---|-----------------|---|----|---|---|-----------------------------|---|--|
| Category  | Description  | Points      |             |   |   |  |   |   |   |                 |   |    |   |   |                             |   |  |
| (i) Registration with Council and relevant body   | Legal appointment for a site Safety Officer appointed in terms of the Occupational Health and Safety Act (OHS Act) with registration with the professional council as a Safety Officer   | 5           |             |   |   |  |   |   |   |                 |   |    |   |   |                             |   |  |
|   | No registration with the professional council as Safety Officer  | 0           |             |   |   |  |   |   |   |                 |   |    |   |   |                             |   |  |
| (ii) Experience   | 5 years' experience or more as safety Officer  | 5           |             |   |   |  |   |   |   |                 |   |    |   |   |                             |   |  |
|   | 1 to 4 years of experience as an Safety Officer  | 2           |             |   |   |  |   |   |   |                 |   |    |   |   |                             |   |  |
|   | Less than 1 year experience  | 0           |             |   |   |  |   |   |   |                 |   |    |   |   |                             |   |  |
| ant and equipment   | <table border="1"> <thead> <tr> <th>Description</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>The bidder submit proof of ownership or lease of the 1 Ton bakkie (NB: provide proof of ownership and/or rental contract to claim the points)</td> <td>10</td> </tr> <tr> <td>2 x bakkies = 10</td> <td></td> </tr> <tr> <td>1 x bakkie = 5</td> <td></td> </tr> <tr> <td>No bakkie = 0</td> <td></td> </tr> </tbody> </table>  | Description | Points      | The bidder submit proof of ownership or lease of the 1 Ton bakkie (NB: provide proof of ownership and/or rental contract to claim the points) | 10  | 2 x bakkies = 10   |   | 1 x bakkie = 5  |   | No bakkie = 0   |   | 10 |   |   |                             |   |  |
| Description   | Points   |             |             |   |   |  |   |   |   |                 |   |    |   |   |                             |   |  |
| The bidder submit proof of ownership or lease of the 1 Ton bakkie (NB: provide proof of ownership and/or rental contract to claim the points) | 10   |             |             |   |   |  |   |   |   |                 |   |    |   |   |                             |   |  |
| 2 x bakkies = 10  |  |             |             |   |   |  |   |   |   |                 |   |    |   |   |                             |   |  |
| 1 x bakkie = 5  |  |             |             |   |   |  |   |   |   |                 |   |    |   |   |                             |   |  |
| No bakkie = 0   |  |             |             |   |   |  |   |   |   |                 |   |    |   |   |                             |   |  |
| ompany office established in npopo Province   | <p>The bidder should submit proof of established office in the Province. This should be in the form of Municipal bill, rental or lease contract, proof of ownership or proof of occupation from Traditional authority.</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Company office established in Limpopo Province</td> <td>15</td> </tr> <tr> <td>No Office or factory established in province</td> <td>0</td> </tr> </tbody> </table> <p>NB: The department reserves the right to inspect the offices before or after the award of the bid.</p>  | Description | Points      | Company office established in Limpopo Province  | 15  | No Office or factory established in province   | 0 | 15  |   |                 |   |    |   |   |                             |   |  |
| Description   | Points   |             |             |   |   |  |   |   |   |                 |   |    |   |   |                             |   |  |
| Company office established in Limpopo Province  | 15   |             |             |   |   |  |   |   |   |                 |   |    |   |   |                             |   |  |
| No Office or factory established in province  | 0  |             |             |   |   |  |   |   |   |                 |   |    |   |   |                             |   |  |
| <b>TOTAL</b>  |  | <b>100</b>  |             |   |   |  |   |   |   |                 |   |    |   |   |                             |   |  |

**EVALUATION SCHEDULE 2: BIDDER'S EXPERIENCE**

**Relevant Experience in Similar Projects completed on time** and include the following:

NB: Completion of this table is mandatory for points to be allocated. Site Handover Certificate or similar, Practical completion certificate (if any) must be attached as proof of completion on time for full points to be allocated.

| Client Name | Project Description | Project Value | Project Duration | Final/Practical Completion Certificate Attached? (Yes/No) | Signed Letter Of Current Projects Attached? (Yes/No) | Contact Person (Cell/Tel.) |
|-------------|---------------------|---------------|------------------|---|--|----------------------------|
|             |                     |               |                  |   |  |                            |
|             |                     |               |                  |   |  |                            |
|             |                     |               |                  |   |  |                            |
|             |                     |               |                  |   |  |                            |
|             |                     |               |                  |   |  |                            |
|             |                     |               |                  |   |  |                            |



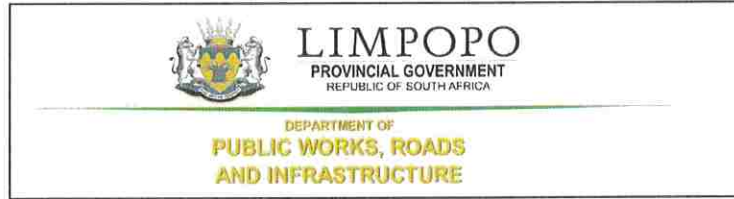
**LIMPOPO**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF  
**PUBLIC WORKS, ROADS  
AND INFRASTRUCTURE**

# THE CONTRACT



## **PART C1: AGREEMENT AND CONTRACT DATA**



**C1.1. FORM OF OFFER AND ACCEPTANCE**

**Offer**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**APPOINTMENT OF TERM CONTRACTORS FOR SUPPLY, DELIVERY, INSTALLATION, REPAIR AND MAINTENANCE OF HVAC SYSTEMS AND EQUIPMENT, FOR A PERIOD OF THREE YEARS IN THE LIMPOPO DEPARTMENT OF PUBLIC WORKS ROAD AND INFRASTRUCTURE (LDPWRI)\_SEKHUKHUNE DISTRICT.**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender 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 the 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 PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)**

.....  
 Rand (in words); R .....

.....

(in figures) R.....

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(s) ..... Name (s) .....

Capacity ..... Date .....

Name & address of the bidder  
 For the tenderer: .....

Date .....

Name &  
signature of  
witness \_\_\_\_\_

# Acceptance (To be completed by the employer – not the bidder)

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 Consultant 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 Form of Offer and Acceptance)
- Part C2            Pricing Data
- Part C3            Scope of Work

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 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 two weeks of 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 *Consultant*) 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.

## For the Employer

Signature .....  
Name .....  
Capacity .....

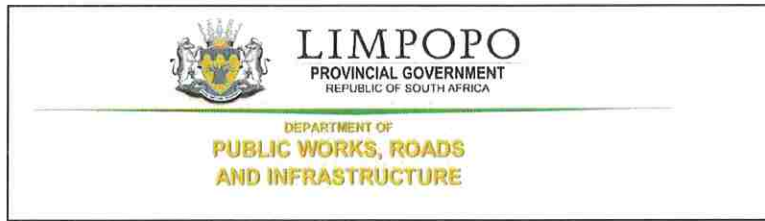
## Name and address of organization

## Signature and Name of Witness

Signature .....  
Name .....  
Capacity .....







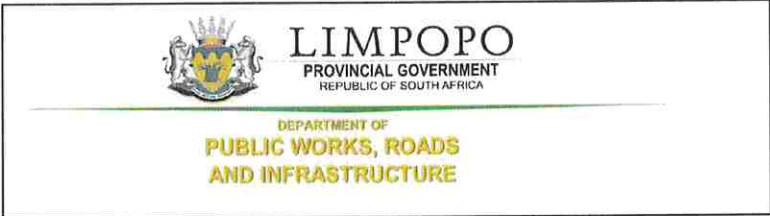
## C1.2 CONTRACT DATA

|  |   |
|--|---|
| <p><b>CONTRACT DATA FOR:</b> APPOINTMENT OF TERM CONTRACTORS FOR SUPPLY, DELIVERY, INSTALLATION, REPAIR AND MAINTENANCE OF HVAC SYSTEMS AND EQUIPMENT, FOR A PERIOD OF THREE YEARS IN THE LIMPOPO DEPARTMENT OF PUBLIC WORKS ROAD AND INFRASTRUCTURE (LDPWRI)_SEKHUKHUNE DISTRICT.</p> |   |
| 1.   | <p><b>CONDITIONS OF CONTRACT</b></p> <p>The General Conditions of Contract (GCC) for Procurement of Goods and Services, published by National Department of Treasury is applicable</p>  |
| 2.   | <p><b>CONTRACT SPECIFIC DATA</b></p> <p>The GCC contract is applicable in its entirety, with the following amendments:</p>  |
|  | <p><b>Clause 1.22: The name of the Employer is:</b></p> <p>Limpopo Department of Public Works, Roads and Infrastructure</p>   |
|  | <p><b>Clause 8: Inspection</b></p> <p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the employer or an organization acting on behalf of the employer.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the employer shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the employer.</p> |
|  | <p><b>Clause 9: Packaging</b></p> <p>9.1. The bidder shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall</p>   |

|  |  |
|--|--|
|  | take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.  |
|  | <p><b>Clause 10: Delivery</b></p> <p>Delivery of the goods shall be made by the bidder in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents shall be furnished by the employer during the execution of the contract.</p>   |
|  | <p><b>Clause 11: Insurance</b></p> <p>The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified</p>  |
|  | <p><b>Clause 12: Transportation</b></p> <p>The bidder is to transport the goods in its entirety. The prices provided should be inclusive of the cost of transportation.</p>  |
|  | <p><b>Clause 13: Incidental</b></p> <p>13.1. The bidder may be required to provide any or all of the following services, including additional services, if any:</p> <p>13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, startup, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services</p> |
|  | <p><b>Clause 14: Spare parts</b></p> <p>The bidder may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;</p> <p>14.1.2. in the event of termination of production of the spare parts:</p> <p>14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested</p>   |
|  | <p><b>Clause 15: Warranty</b></p> <p><b>15.1</b> The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. Where applicable, the goods should be from the OEM or supported thereof.</p> <p>The bidder further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.</p> <p>15.3. The employer shall promptly notify the bidder in writing of any claims arising under this warranty.</p>   |

|  |  |
|--|--|
|  | <p>15.4. Upon receipt of such notice, the bidder shall, within the period and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>   |
|  | <p><b>Clause 16:</b></p> <p>16.1 For the supply and delivery of new HVAC, the bidders shall be paid once-off after the delivery and commissioning of the unit(s).</p> <p>16.2 The invoices for repairs and maintenance shall be accompanied by a completed Job card attached herein. The Job card should be duly signed by the employer's agent.</p> <p>16.3. Invoices may be submitted weekly, monthly or quarterly, depending on the nature of works conducted. Payments shall be made by the employer <b>no later than thirty (30) days</b> after submission of an invoice, statement or claim by the bidder.</p>   |
|  | <p><b>Clause 17:</b></p> <p>Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.</p> <p>No variation orders shall be accepted.</p>  |
|  | <p><b>Clause 21: Delays in the bidder's performance</b></p> <p>21.1 Delivery of the goods, repairs or maintenance and performance of services shall be made by the supplier in accordance with the time schedule prescribed and agreed with the employer in the contract. Repairs of the HVAC units are expected to be undertaken within reasonable time from the time the call is made by the employer's agent.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the employer in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the employer shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.</p> <p>21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the employer shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p> |
|  | <p><b>Clause 22: Penalties</b></p> <p>Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the employer shall, without prejudice to its other remedies</p>  |

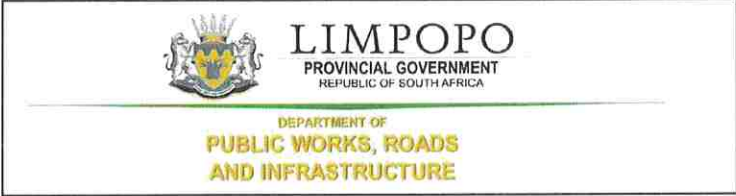
|  |   |
|--|---|
|  | <p>under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services as follows:</p> <p>The penalty per calendar day shall be: 0.05% of the Contract Price, rounded to the nearest R10, for each day of the delay until actual delivery or performance.</p> <p>The employer may also consider termination of the contract pursuant to GCC Clause 23.</p>   |
|  | <p><b>Clause 23: Termination for default</b><br/>The employer is entitled to terminate the contract in term of Clause 23 of GCC contract.</p>   |
|  | <p><b>Clause 26: Termination for insolvency</b></p> <p>The employer may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>   |
|  | <p><b>Clause 27: Settlement of disputes</b></p> <p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Notwithstanding any reference to mediation and/or court proceedings herein,<br/> 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and<br/> 27.4.2. the employer shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.</p> |
|  | <p><b>Clause 29</b></p> <p>The contract and communication be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>   |
|  | <p><b>Clause 30: Applicable law</b></p> <p>The contract shall be interpreted in accordance with South African laws</p>  |
|  | <p><b>Clause 34: Amendments of the Contract</b></p> <p>No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.</p>  |



# PART C2: PRICING DATA

## **C2.1 Pricing instruction**

- The bidder is required to provide rates provided in the Bills of Quantities in C2.1.
- The rates provided will be used as contract rates during the execution of the contract with the successful bidder. The rates and the financial offer provided are by no means a contracted amount.



# PART C2.2: BILLS OF QUANTITIES

# SCHEDULE 1: RATES FOR MAINTAINANCE OF HVAC

1 These are the maintenance of HVAC.

## a. Extra Billing Rates for Unscheduled Maintenance Work

| Description of Services  | Frequency | Quantity (per year) | Unit Price | Total per year |
|--|-----------|---------------------|------------|----------------|
| Contract Management and Administration including all required reporting such as monthly maintenance reports, inventory management *) | monthly   | 12                  |            |                |
| Tools, equipment and consumables   | Monthly   | 12                  |            |                |
| Maintaining up to date maintenance manuals and drawings  | Monthly   | 12                  |            |                |
| All required travelling  | Monthly   | 12                  |            |                |
| Preventative Maintenance of all HVAC   | Monthly   | 12                  |            |                |
| ARACCA registered Technician – Available for maintenance on-site   | Monthly   | 12                  |            |                |
| Assistant - Available for maintenance on-site  | Monthly   | 12                  |            |                |
| HS ACT Safety Plan & Other Statutory obligations   | Monthly   | 12                  |            |                |
| Training of LDPWRI staff (CDP rated course)  | Quarterly | 4                   | R10000     |                |
| <b>TOTAL CARRIED TO SUMMARY</b>  |           |                     |            | <b>R</b>       |

## b. Extra Billing Rates for Unscheduled Maintenance Work

Any regular time or overtime work, including travel time to and from the building, not otherwise included in the contract shall be billed to LDPWRI as an extra charge at the Bidder's following billing rates:

- i. Regular Working Hour R \_\_\_\_\_ Per Hour (One (1) technician/ artisan)
- ii. Regular Working Hour R \_\_\_\_\_ Per Hour (Mechanic & Helper)
- iii. Overtime Working Hour R \_\_\_\_\_ Per Hour (One (1) Mechanic)
- iv. Overtime Working Hour R \_\_\_\_\_ Per Hour (Mechanic & Helper)
- v. Travelling Rates Reimbursement R \_\_\_\_\_ Per Hour (GOVERNMENT GAZETTE No 39840, 4 DECEMBER 2015 AND SARS GUIDELINES)
- vi. Sundays and Holidays R \_\_\_\_\_ Per Hour (One (1) Mechanic)



Sundays and Holidays R \_\_\_\_\_ Per Hour (Mechanic & Helper)

**SCHEDULE 2: RATES FOR SUPPLY AND INSTALLATION OF NEW HVAC UNITS**

1 These are the rates for supply and installation of new HVAC units.

| Item | Description (HVAC Units) | Quantity | Unit Price (VAT excl.) | Installation per unit | Total Cost |
|------|--------------------------|----------|------------------------|-----------------------|------------|
|      | ROOF TOP UNITS           |          |                        |                       |            |
| 1.   | 36000BTU                 | 1        |                        |                       |            |
| 2.   | 42000BTU                 | 1        |                        |                       |            |
| 3.   | 48000BTU                 | 1        |                        |                       |            |
| 4.   | 54000BTU                 | 1        |                        |                       |            |
| 5.   | 72000BTU                 | 1        |                        |                       |            |
|      | Split Units              |          |                        |                       |            |
| 6.   | 9000BTU                  | 1        |                        |                       |            |
| 7.   | 18000BTU                 | 1        |                        |                       |            |
| 8.   | 24000BTU                 | 1        |                        |                       |            |
| 9.   | 36000BTU                 | 1        |                        |                       |            |
|      | UNDER CELLING UNITS      |          |                        |                       |            |
| 10.  | 24000BTU                 | 1        |                        |                       |            |
| 11.  | 36000BTU                 | 1        |                        |                       |            |
| 12.  | 42000BTU                 | 1        |                        |                       |            |
| 13.  | 48000BTU                 | 1        |                        |                       |            |
|      | HIDE AWAY UNITS          |          |                        |                       |            |
| 14.  | 36000BTU                 | 1        |                        |                       |            |
| 15.  | 42000BTU                 | 1        |                        |                       |            |
| 16.  | 48000BTU                 | 1        |                        |                       |            |
| 17.  | 54000BTU                 | 1        |                        |                       |            |
| 18.  | 72000BTU                 | 1        |                        |                       |            |
| 19.  | 110000BTU                | 1        |                        |                       |            |
|      | WINDOW TYPE              |          |                        |                       |            |
| 20.  | 9000BTU                  | 1        |                        |                       |            |
| 21.  | 12000BTU                 | 1        |                        |                       |            |

|                                 |               |   |  |  |          |
|---------------------------------|---------------|---|--|--|----------|
|                                 | CONSOLE UNITS |   |  |  |          |
| 22.                             | 9000BTU       | 1 |  |  |          |
| 23.                             | 12000BTU      | 1 |  |  |          |
| 24.                             | 18000BTU      | 1 |  |  |          |
| <b>TOTAL CARRIED TO SUMMARY</b> |               |   |  |  | <b>R</b> |

**ITEMS NOT LISTED IN THE RATE TABLE ABOVE WILL BE CONSIDERED AS SPECIALIST ITEMS. THE CONTRACTOR MAY SUPPLY SUCH AN ITEM IF APPROVED AND NEEDED BY THE DEPARTMENT. A SUPPLIER'S INVOICE MUST BE OBTAINED FROM THE SUPPLIER. A COPY OF THE SUPPLIER INVOICE MUST BE ATTACHED TO THE CONTRACTOR'S INVOICE. THE CONTRACTOR MAY THEN APPLY A MARK UP NOT EXCEEDING 10 % ON SUCH AN INVOICE.**

**SUMMARY OF SCHEDULES OF QUANTITIES**

|  |          |
|--|----------|
| <b>SCHEDULE 1: RATES FOR MAINTAINANCE OF HVAC</b>                      | <b>R</b> |
| <b>SCHEDULE 2: RATES FOR SUPPLY AND INSTALLATION OF NEW HVAC UNITS</b> | <b>R</b> |
| <b>VAT</b>   | <b>R</b> |
| <b>TOTAL (CARRIED TO FORM OF OFFER)</b>                                | <b>R</b> |

**THE TOTAL AMOUNT CALCULATED IN THE RATES TABLE AND THE TOTAL TAKEN TO FROM OF OFFER IS FOR EVALUATION PERPOSES ONLY. THIS AMOUNT SHOULD NOT BE SEEN AS THE CONTRACT VALUE.**





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REPUBLIC OF SOUTH AFRICA

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**PUBLIC WORKS, ROADS  
AND INFRASTRUCTURE**

## **PART C3 SCOPE OF WORKS**

## C3.1 SCOPE OF WORKS

### 1. Employers Objectives

Limpopo Department of Public Works, Roads and Infrastructure invites tenders to enter into term contract with two successful tenderers for a period of 36 months **without a guarantee of the quantum of work**. This contract is a periodic contract for the **supply, install, service and repair of HVAC** in all government buildings in the **SEKHUKHUNE district** in Limpopo Province. The details of the scope of work are described in the Schedule of quantities attached.

The contractor shall submit to the director maintenance management a **program with fixed calendar dates when equipment will be serviced** within 14 days after the contract has been awarded, to enable the regional manager to arrange for inspections.

Any deviations from this program shall be brought to the director maintenance management attention by facsimile at least 7 days prior to the due servicing dates.

The contractor shall supply at his/her own cost, all consumable material such as, grease waste, hacksaw blades, welding rods, and material for all other forms of welding, insulation tape, cleaning materials and chemicals, etc. necessary for the proper execution of repairs, maintenance and servicing. **No claims for consumables shall be accepted.**

### 2. RICES

All prices bided by the bidder for items in this document shall include for additional costs, if any, that may occur as a result of these as well as for the supply of all scaffolding and normal plant and everything necessary for the proper execution of the work.

**NOTE:**

**Percentage mark-up as bided is allowed on non-scheduled materials, parts and components only and not on labour, transport and sub-contractors services. The total discount obtained from the supplier shall be credited to the Department. The percentage mark-up shall then be calculated on the total discount price excluding VAT. A maximum of 15% mark-up shall be accepted.**

### 3. VALUE ADDED TAX

Value added tax will be added to the final cost of each service rendered by the successful bidder. All prices, rates, tariffs, etc. in this bid document shall exclude Value-added Tax (VAT)

### 4. DOCUMENTS

Should there be any contradiction between these and the public works conditions of contract (NPW1) and the special conditions of contract, the contradiction must be brought to the attention of the relevant official, who will make a ruling, and such ruling shall be final.

The following documents shall be read in conjunction with this bid

- a) Occupational health and safety act, act no 85 of 1993
- b) Municipal by-laws and any special requirement of the local authority

The above mentioned documents are available from the office Limpopo Public Works Roads and infrastructure offices on 43 Church Street Polokwane the bidder shall study these documents and acquaint himself with the contents thereof as no claims in this regard shall be accepted.

## 5. PROVISIONAL QUANTITIES

All quantities in this bid document are provisional and inserted in order to obtain competitive bids. The department reserves the right to increase or decrease quantities during the progress of the contract and such increases or decreases shall not alter the tariffs for any item.

## 6. RATES

Each item to be serviced as listed in this bid document must be priced. "No Cost" or unfair and unreasonable rates for servicing shall not be accepted and may lead to disqualification of the bid

**NOTE:**

***To ensure that all rates in these schedules are market related, the Department reserves the right to make such adjustments to individual rates as necessary to eliminate errors, discrepancies or what they consider to be unreasonable or unbalanced rates.***

***This is not a lump sum contract.***

## 7. ACCESS TO PREMISES

The contractor undertakes to:

- a) Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
  - b) Take adequate precautions to prevent damage to buildings, to fittings and furnishings inside the premises and elsewhere on the site.
  - c) Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
  - d) Safeguard all his employees in accordance with regulations of the unemployment insurance act 1966 (Act no 30 of 1966) and any amendments thereof.
  - e) Comply with all by laws of the local authority
  - f) Carry out maintenance, servicing and repairs during normal working hours.
- Public works officials shall arrange for the contractor to access the premises

## 8. RATES

Each item to be serviced as listed in this bid document must be priced. "No Cost" or unfair and unreasonable rates for servicing shall not be accepted and may lead to disqualification of the bid

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## 9. ACCESS TO PREMISES

The contractor undertakes to:

- g) Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- h) Take adequate precautions to prevent damage to buildings, to fittings and furnishings inside the premises and elsewhere on the site.
- i) Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- j) Safeguard all his employees in accordance with regulations of the unemployment insurance act 1966 (Act no 30 of 1966) and any amendments thereof.
- k) Comply with all by laws of the local authority
- l) Carry out maintenance, servicing and repairs during normal working hours.
- m) Public works officials shall arrange for the contractor to access the premises

## 10. ACCESS CARDS TO SECURITY AREAS

Should the work fall within a security area, the contractor shall obtain access cards for his personnel and employees who work within such an area.

### 1.12 TRAINED STAFF

The contractor shall use competent trained staff directly employed and supervised by himself and shall take all the necessary steps to maintain the installations and keep it in perfect working condition. The contractor shall submit an updated list of employees after twelve (12) months. Public works reserves the right to inspect the bidder's premises for plant, equipment and general good management before bids are awarded.

#### NOTE:

***All technician's / artisan's certificates of qualifications and apprenticeship contracts shall be submitted with the bid for evaluation by this department. A Statement of experience gained and on what type of equipment shall be submitted with the bid for each Artisan/technician employed. By not complying with this clause the bid may not be taken in consideration and may lead to disqualification.***

## 11. MATERIALS OF EQUAL QUALITY

New parts, components and material used shall be of equal specification and quality and shall match the existing item that is being replaced. Only genuine parts are accepted by Public Works, Roads and infrastructure and the use of pirate parts shall not be allowed.

The contractor shall submit to public works, roads and infrastructure, any suppliers or factory guarantee of repaired or replaced components together with his invoice and ensure that such guarantees are not jeopardized in any way. Removal of parts or equipment from premise should comply with government procedures.

The serial numbers of original and new components such as motors, compressors, etc. shall be entered on job cards and invoices submitted for payment.

All new parts, components and material used in this contract shall be guaranteed for a period of at least 12 months.

## 12. REDUNDANT MATERIAL, RUBBISH AND WASTE

All redundant material and parts shall remain the property of the government and shall be left on site and stored in a room designated therefore by the caretaker or person in charge of the plant or building against the job card as a receipt. A copy of the job card shall be left with the caretaker or person in charge for audit purposes. The original job card shall be attached to the invoice. Failure to comply with this requirement shall lead to payments not being effected within the prescribed period of 21 days.

All redundant material or parts shall be labelled with the complaint number for the repair work. After an inspection of all materials and parts that are obsolete/unserviceable/ of no value to the department, the contractor shall be notified in writing to remove and dispose of such material

and parts **within seven days of such notice**. The material and parts shall then become the property of the contractor and the removal and disposing thereof shall be for the contractors account.

All rubbish and waste shall be removed from the site by the contractor and the plant/rooms shall be kept in a clean and neat condition.

### **13. ASSOCIATED ELECTRICAL WORKS**

The contractor may be required to undertake repairs to electrical work associated with control systems, starter motors and engine protection equipment including power conductors.

**NOTE:**

**All such work shall be carried out by, or under the supervision of a licensed electrician only** and all work done shall comply with the standard wiring regulations, S.A.B.S 0142, as well as the Department's standard specification for electrical equipment and installations for mechanical services, Issue VIII 1984.

### **14. PREVENTATIVE MAINTENCE SCHEDULES**

Servicing shall be carried out strictly as stated on the service schedules and the contractor shall after each service submit to public works roads and infrastructure district office copies of the service schedule duly completed and signed by the contractor.

**The contractor shall make his own arrangements for printing and duplicating of service schedules at no extra cost**

The service schedule shall be countersigned by the Public Works Roads and Infrastructure Officer (in the District Offices) responsible for the building or room in which the plant is situated and he shall endorse the schedule to the effect that the plant is, in his opinion, operating satisfactorily.

### **15. OFFICIAL ORDER FOR REPAIRS**

An official order for repairs shall be issued to the contractor.

- a) Instructions for repairs may only be issued to contractors by officials of this department. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the contractor in writing. If the contractor has facsimile facilities, the complaint form shall be faxed to him. The contractor shall not proceed with any work without the official complaint form. (Special arrangements are applicable for emergency repairs, which are stipulated in paragraph 19 hereof)
- b) No payments shall be made for work executed without the necessary written authority. (Complaint form)
- c) Payments can be delayed if order numbers and complaint numbers do not appear on invoice numbers submitted for payment.

### **16. EXECUTION OF REPAIRS**

In the event of repairs having to be carried out during the cause of a programmed service, details of such repairs shall be reported immediately in writing to Public Works Roads and Infrastructure for further instructions and/or authority to proceed.

No work may be carried out without prior instruction in writing from Public Works Roads and Infrastructure, excluding emergency repairs as stated in paragraph 19.

The contractor shall in the event of repairs or replacements becoming necessary, submit an estimate of the cost of the work concerned to Public Works Roads and Infrastructure and on receipt of a written instruction to that effect put the work in hand. In all cases separate estimates of the costs shall be supplied for each installation scheduled.

The sole purpose of the estimate is to determine the magnitude of the repair and shall not be treated as a firm and final price. The contractor shall be bound to the labour rates and the price per supplier's invoice plus mark-up in the case of non-scheduled items in this contract.



Should the contractor find that the final cost would be higher than the estimated cost, the contractor shall submit a revised estimate and obtain a written instruction from public works roads and infrastructure before continuing with the works.

Public works roads and infrastructure reserves the right to execute such repairs and replacements with his own staff or by any other means.

In the event of failure of the contractor to maintain and/or repair any installation within the time period stated and to the satisfaction of public works roads and infrastructure, the latter reserves the right to make any other arrangements necessary to carry out the said maintenance and/or repairs and the contractor shall be liable to Public Works Roads and infrastructure for payment of any additional expenditure hereby incurred as well as for payment of damages which public works Roads and Infrastructure may suffer as a result of the contractors default or neglect.

**NOTE: - RESPONSE TIME**

***The contractor shall commence with repair work within 24 hours after receipt of an instruction and immediately in the case of emergency repairs in accordance with clause 21 of this contract.***

## **17. EMERGENCY REPAIRS**

Emergency repairs after hours may be executed without receipt of an official complaint number and only on the instruction of an official of this department.

The contractor shall however ensure that the official of the user department signs the job card. The contractor shall also ensure that he obtains the official complaint number from public works district office on the following working day. No payment shall be made without a complaint number, duly completed and signed job card.

Only breakdowns, which affect public health or the operation and safety of sensitive equipment, shall be treated as emergency repairs. Breakdowns involving personal comfort shall not be considered as emergency repairs. Breakdowns involving personal comfort shall not be considered as emergency split

## **18. JOB CARDS**

Job cards shall be completed in all respects for each and every repair undertaken. Job cards shall be in accordance with the example included in this document and duplicating or printing thereof shall be for the contractor's own cost.

***Job cards shall be completed legibly in ink after completion of each repair, all unused lines shall be deleted. In addition to the original completed job card submitted with the invoice, the contractor shall submit a copy of the fully completed job card to the User Department for audit purposes and for verification of the deletion of the unused lines. Incomplete and incorrect job cards shall be returned to the contractor with his invoice.***

## **19. INVOICES FOR SERVICING AND REPAIRS**

Invoices for servicing and repairs shall be accompanied by a service schedule and verified by an inspector.

A job card shall accompany accounts for repaired executed.

The contractor shall cross reference all prices and tariffs on invoices with the applicable prices and tariffs in the bid document.

**NOTE:**

***Any overpayments discovered at a later stage, shall be rectified and the department shall recover the overpayment***

## **20. SUBMISSION OF SUPPLIER'S INVOICES**

Contractors shall submit copies of supplier's tax invoices in respect of new parts, components and material purchased for any repairs attached to all accounts where non-scheduled repairs were executed. Descriptions like "1x compressor" or "1x wire" are not acceptable and shall lead to the delay of payments. The full description that is essential to order such an item from a supplier, i.e. make, and model, serial number, size, capacity, etc. shall be listed on the account.

**NOTE:-**

***Should the contractor's price for the material/new parts/components be abnormally high, the department reserves the right to obtain written quotations for such material/ new parts/ components from other independent suppliers and adjust the contractor's price accordingly.***

A separate invoice for each installation shall be submitted for repairs executed.

**21. PAYMENT TO CONTRACTORS**

Accounts can be submitted weekly or monthly. Payments or accounts complying with all the requirements of paragraph 22 to 24 shall be made within 21 days after receipt thereof.

**22. PROFIT ON MATERIAL**

Percentage mark-up as bided is allowed on non-scheduled materials, parts and components only and not on labour, transport and sub-contractors services. **The total discount obtained from the supplier shall be credited to the Department.** The percentage mark-up shall then be calculated on the total discount price excluding VAT. **A maximum of 15%** mark-up shall be accepted.

**23. TRANSPORT COSTS**

**Transport costs will include the cost of wages and overheads for personnel during transport to the site and running costs of the vehicle.**

- a) Transport cost will be calculated from the contractor's office to the site provided. Transport costs involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. under no circumstances will separate transport costs for instructions executed on the same day or at the same institution or building in the same areas be allowed.
- b) The contractor shall make the necessary arrangements to have the required material or equipment available to execute the repairs, therefore no claims for delivery cost or transport cost to collect material or equipment shall be accepted.

**24. CANCELLATION OF SERVING TO INSTALLATIONS**

The department reserves the right to cancel this contract partly, meaning that certain installations might be withdrawn from this contract at any stage during the validity of this contract. The contractor undertakes not to lay any claim(s) against the department in this event. A written 21 days' notice in this regard will be issued to the contract. All clauses on the public works general conditions of Contract (GCC) for cancellation of contract are applicable.



**LIMPOPO**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF  
**PUBLIC WORKS, ROADS  
AND INFRASTRUCTURE**

## **C.3.2 SPECIFICATIONS**

## 1. Performance Specification

### 1. General

The contractor's performance will be measured against the following four parameters:

- I. Minimum incidence of faults
- II. Minimum down-time
- III. Good record and housekeeping
- IV. Optimal service costs

Operational efficiency will be evaluated against the standard set out above. The statistics will be recorded and set out in the monthly report submitted to the Districts, by the contractor.

### 1. Performance Standard

The contractor shall restore the system and maintain it to ensure the successful operation thereof. For this purpose, the minimum requirements shall be an availability of the overall system at each of the sites of 95% for HVAC system.

Availability shall be defined as:

$$\text{Availability} = \frac{(T_i - t_{di}) \times 100}{T_i}$$

Where:

$T_i$  = the length of the time interval  $i$  for the applicable month under consideration expressed in hours

$t_{di}$  = the total of the MTTR'S for the site duration the time interval  $i$  for the applicable month under consideration expressed in hours

MTTR = the mean time to repair the system as determined from the fault/service/repair log-book and shall be equivalent to the sum of all the times that the system or any part of the system does not conform to the operational requirements.

#### Example Calculation:

Month of April has 30 days @ 24 hours = 720 hours for 24 hours operation per

day  $T_i$  = 720 hours

During the month 3 breakdowns occurred, each with response time of 9 hours and a repair time of 5 hours

Sum of MTTR's =  $3 \times (9 + 5) = 42$  ..  $t_{di} = 42$  hours

Therefore, Availability =  $\frac{720 - 42}{720} \times 100 = 94\%$

The onus shall rest on the contractor to submit the necessary motivation to the Department for its consideration and decision for MTTR periods, that the contractor considers to have been caused by factors outside his control and which should not be included in the calculations, e.g. malicious damage, lightning etc. Actual equipment must be presented as proof on site before being removed and repairs undertaken.

The final availability of the system will be measured separately at each of the Regions over a period of thirty day intervals. The final availability in terms of the contract shall be :

$$\text{Availability} = \frac{(720 - td)}{720} \times 100$$

720

Where td is the sum of all MTTR's for the sites during the 30 day period under consideration expressed in hours.

#### 1. Guarantee of Performance

The contractor shall guarantee the performance availability of the system as determined in paragraph 1.2 above. In the event of the contractor failing to achieve the specified system availability, the contractor shall pay a penalty of R500.00 per percentage point per month that the availability is below the specified availability figure.

Apart from the specified availability it is a requirement of this contract that the contractor shall respond within six (6) hours to any call-out. An amount of R500.00 per hour will be deducted for every hour that the response time is exceeded.

