

PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	ID 173236	CLOSING DATE:	29/01/2024
		CLOSING TIME:	11:00
DESCRIPTION	SERVICE, REPAIRS AND MAINTENANCE OF AIR-CONDITION FOR PERIOD OF 06 MONTHS AT PRETORIA NORTH MAGISTRATE, PRETORIA NORTH SAPS, WONDERBOOM SAPS AND SINOVILLE SAPS: AREA 4		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS). BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) 251 NANA SITA STREET CNR NANA SITA & THABO SEHUME STREET PRETORIA, OR POSTED TO: PRIVATE BAG X229 PRETORIA, 0001			
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
	TCS PIN:	OR	CSD No:
SIGNATURE OF BIDDER	DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL APPLICABLE TAXES)	R
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	PUBLIC WORKS & INFRASTRUCTURE	CONTACT PERSON	N. VELE
CONTACT PERSON	MS. M. MANALA	TELEPHONE NUMBER	082 938 3342
TELEPHONE NUMBER	012 492 3020	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	NDEMEDZO.VELE@DPW.GOV.ZA
E-MAIL ADDRESS	MMABORE.MANALA@DPW.GOV.ZA		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
 - 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
 - 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
 - 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer**.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

PA-03 (EC): NOTICE AND INVITATION FOR QUOTATION

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR:

Project title:	SERVICE, REPAIRS AND MAINTENANCE OF AIR-CONDITION FOR PERIOD OF 06 MONTHS AT PRETORIA NORTH MAGISTRATE, PRETORIA NORTH SAPS, WONDERBOOM SAPS AND SINOVILLE SAPS: AREA 4
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Quotation no:	ID 173236	Reference no:	ID 173236
Advertising date:	22/01/2024	Closing date:	29/01/2024
Closing time:	11:00	Validity period:	84 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **1 ME or higher, or select tender value range select class of construction works*** or higher.

**Select tender value range and select class of construction works" or select "Not applicable" where only one class of construction works is applicable.*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **Not applicable Not applicable PE** or higher, or **Not applicable Not applicable PE*** or higher.

**Select tender value range and select class of construction works" or select "Not applicable" where no or only one class of construction works is applicable.*

2. FUNCTIONALITY CRITERIA APPLICABLE YES NO

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria ¹ :	Weighting factor:
Total	100 Points

3. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

3.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

4. RESPONSIVENESS CRITERIA

4.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder **shall** result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
4	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	<input type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
8	<input type="checkbox"/>	Submission of DPW-16.1 signed by the authorised official and completion of bid briefing attendance register. insert motivation why the tender clarification meeting is declared compulsory
9	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	<input checked="" type="checkbox"/>	Submission of Active CIDB grading of 1ME
11	<input checked="" type="checkbox"/>	Submission of certified copy of Diploma/Degree in Mechanical/Electro Mechanical/Mechanical Certificate
12	<input type="checkbox"/>	

4.2. Indicate administrative responsiveness requirements applicable for this tender.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
4	<input checked="" type="checkbox"/>	Submission of PA-16.1 (EC): Ownership Particulars
5	<input type="checkbox"/>	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of T1.2 Tender Data.
6	<input type="checkbox"/>	Data provided by the Service Provider (C1.2.3) completed.
7	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
8	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
9	<input type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.

10	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
11	<input type="checkbox"/>	Specify other responsiveness criteria
12	<input type="checkbox"/>	Specify other responsiveness criteria
13	<input type="checkbox"/>	Specify other responsiveness criteria
14	<input type="checkbox"/>	Specify other responsiveness criteria
15	<input type="checkbox"/>	Specify other responsiveness criteria

4.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below documents if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

5. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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5.1. This bid will be evaluated according to the 80/20 Preference points scoring system:

6. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

6.1 Technical risks:

Criterion 1: Experience on comparable projects during the past specify between 5 and 10 years.

The tendering Service Provider's experience on comparable projects during the past specify between 5 and 10 years. The number of current and previous comparable projects performed by the Tenderer as per the

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evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past specify between 5 and 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past specify between 5 and 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

Criterion 4: Attendance of compulsory bid clarification meeting, if applicable

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

6.2 Commercial risks:

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

7. COLLECTION OF QUOTATION DOCUMENTS

- Quotation documents are available for collection during working hours
- Alternatively; quotation documents may be collected during working hours at the following address **insert physical address**. A non-refundable bid deposit of **R insert amount** payable (cash only) on collection of the bid documents.

8. SITE INSPECTION MEETING

Compulsory briefing session will be held in respect of this quotation.

The particulars for compulsory briefing session or virtual briefing session are:

Venue:	(type in here the place or "N/A")		
Virtual meeting Link:	(type in here the place or "N/A")		
Date:	(type in here the date or "N/A")	Starting time:	(type in here the time or "N/A")

9. ENQUIRIES

9.1. Technical enquiries may be addressed to:

DPWI Project Manager	N. VELE	Telephone no:	082 938 3342
Cellular phone no	082 938 3342	Fax no:	NA
E-mail	NDEMEDZO.VELE@dpw.gov.za		

9.2. SCM enquiries may be addressed to:

SCM Official	Ms. M. Manala	Telephone no:	012 492 3020
Cellular phone no	N/A	Fax no:	
E-mail	mmabore.manala@dpw.gov.za		

10. DEPOSIT / RETURN OF QUOTATION DOCUMENTS

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

<p>Tender documents may be posted to:</p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X x229 pretoria 0001</p> <p>Attention: Procurement section: Room G03</p>	<p>OR</p>	<p>Deposited in the tender box at:</p> <p>cnr Nana Sita & Thabo Sehume AVN building Pretoria 0001</p>
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REPUBLIC OF SOUTH AFRICA
DEPARTMENT OF PUBLIC WORKS
AND INFRASTRUCTURE



SERVICE, REPAIR AND MAINTENANCE OF AIRCONDITIONING EQUIPMENTS FOR A PERIOD OF 06 MONTHS IN GROUP 4: PRETORIA NORTH MAGISTRATE, PRETORIA NORTH SAPS, WONDERBOOM SAPS AND SINOVILLE SAPS.

REFERENCE NUMBER: ID- 173236

CONTACT PERSON FOR ANY QUIRIES OR SITE VISIT ARRANGEMENT

NAME: MS. NDEMEDZO VELE

TEL: 012 310 5164

CELL: 082 938 3342

E-mail: Ndemedzo.Vele@dpw.gov.za

RESPONSIVE & EVALUATION CRITERIA

RESPONSIVE CRITERIA REQUIRED FOR QUOTATION IS TABULATED BELOW

NB: FAILURE TO COMPLY WITH THE CRITERIA STATED HEREUNDER SHALL RESULT IN THE QOUTATION OFFER BEING DISQUALIFIED FOR FURTHER CONSIDERATION.

DESCRIPTION	RESPONSIVE CRITERIA REQUIREMENT
CIDB CONTRACTOR GRADING DESIGNATION REQUIRED	FROM GRADE 1ME AND HIGHER
QUALIFICATION REQUIRED	<ol style="list-style-type: none"> 1. Attach a certified copy of the Air-condition and Refrigeration Certificate or Higher (Diploma/Degree in Mechanical/Electro Mechanical, Mechanical artisan certificate.
VALUE FOR MONEY	ALL PRICES MUST BE MARKET RELATED. IN CASE OF PRICES WHICH ARE NOT MARKET RELATED THE DEPARTMENT RESERVES THE RIGHT TO ADJUST THE BILL OF QAUNTINTY PRICES OR TO DISQUALIFY THE BIDDER

1. SPECIAL CONDITIONS OF CONTRACT

1.1 VALUE-ADDED TAX

All prices, rates, tariffs etc. in this tender document shall exclude Value-Added Tax (VAT).

1.2 PRICES

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

1.3 THE BID

The pages of this BID are numbered consecutively. The BIDDER shall, before submitting his BID, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or this BID contains any obvious errors, the BIDDER shall obtain a directive in writing from the Department.

The text of this BID and other document as prepared by the Department shall be adhered to and no alteration, erasure, omission or addition thereto by the BIDDER shall be accepted.

1.4 DOCUMENTS

Should there be any contradiction between these, the Conditions of Contract (PW 677) and the Conditions of the BID (PW 210), the contradiction must be brought to the attention of the relevant official who will make a ruling, and such ruling will be final.

The following documents shall be read in conjunction with this BID.

- a) State Tender Board General Conditions and Procedures (ST 36).
- b) Occupational Health and Safety Act, Act no 85 of 1993.
- c) Municipal by-laws and any special requirements of the Local Authority.
- d) The Document PW379.

The BIDDER shall study these documents and acquaint himself with the contents thereof as no claims in this regard shall be accepted.

The above mentioned documents are available from the office of **the Regional Manager, AVN Building, 251 Nana Sita Street, Pretoria** for information.

1.5 PROVISIONAL QUANTITIES

All quantities in this BID document are provisional and inserted in order to obtain competitive tenders. The Department reserves the right to increase or decrease quantities and exclude installations during the progress of the contract and such increases or decreases shall not alter the rates for any item.

1.6 RATES

Each item to be serviced as listed in this tender document must be priced. "No cost", "R0.00", "Free", "N/A" or unfair and unreasonable tariffs for servicing shall not be accepted and may lead to disqualification of the BID. The Department reserves the right to make such adjustments to individual tariffs in these schedules as necessary to eliminate errors, discrepancies or what they consider to be unreasonable or unbalanced rates.

This is not a lump sum contract.

1.7 CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

THIS BID SHALL BE VALID FOR A PERIOD OF SIX (06) MONTHS THE CONTRACT IS SUBJECT TO EXIT CLAUSE /TERMINATION CLAUSE

Note:-

The contract tariffs shall remain fixed for **SIX (06)** calendar months including escalation, and no further adjustments will be allowed except that for an increase in VAT will apply.

Any extension of this contract will only be approved if required by the **Regional Bid Committee (RBAC)**.

1.8 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 furnishing 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 the regulations of the Unemployment Insurance Act 1966, (Act no 30 of 1966) and any amendments thereof.
- e) Comply with all by-laws and requirements of the Local Authority.
- b) Carry out maintenance, servicing and repairs during normal working hours

1.9 ACCESS CARDS TO SECURITY AREAS

Should the work fall within a security area, the Contractor shall obtain, either from the S A National Defence Force, Correctional Services , S A Police Service or Client Department access cards for his personnel and employees who work within such an area.

The Contractor shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S A National Defence Force or S A Police Service etc.

1.10 SECURITY CHECK ON PERSONNEL

The Department or the Chief of the S A National Defence Force, Correctional Services or the Commissioner of the S A Police Service may require the Contractor to have his personnel or a certain number of them security classified.

In the event of either the Department, the Chief of S A National Defence Force or the Commissioner of the S A Police Service requesting the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

1.11 DRESS CODE

The following dress code must be adhered to at all times by all workers

- **Workers must have a COMPANY WORK SUIT on with the company logo on it**
- **Must have clear identification tags with name number and a photograph openly displayed with the company logo as background**
- **The dress code must adhere to the OHSA in terms of protection for all workers for this particular service**
- **Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service**

1.12 TRAINED STAFF

The Contractor shall use competent trained staff directly employed and supervised by him and shall take all the necessary steps to maintain the installations and keep it in perfect working condition. The Department reserves the right to inspect the Bidder's premises for plant, equipment and general good management before the bid is awarded.

1.13 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 or delivered to DPWI workshop. 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 30 days.

All redundant material or parts shall be labeled with the complaint number for the repair work.

After an inspection of all material and parts that are obsolete/unserviceable/of no value shall be disposed by the Contractor.

The material and parts of the value shall then remain the property of the DPWI.

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.

1.14 ASSOCIATED ELECTRICAL WORK

Note:

All such work shall be carried out by, or under the supervision of a qualified person, and comply with the Occupational Health and Safety Act (Act No 85 of 1993)

1.15 SCOPE OF CONTRACT

This contract for the maintenance, servicing and repairs to Airconditioning and Ventilation plants in the GAUTENG Province PRETORIA REGIONAL OFFICE JURISDICTION and all State Buildings, as well as structures falling under the control of the Department or other departments hereafter referred to as "Client" Departments, for a period of 06 (Six) months, subjected to a exit clause/termination clause.

The Contractor shall submit to **DPWI Official** the **program with fixed calendar dates when equipment shall be serviced** within 14 days after the contract has been awarded, to enable the **DPWI Official** to arrange for inspections.

Any deviations from this program shall be brought to the attention of the **DPWI Official** by email at least 7 days prior to the due servicing dates.

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

Where repairs are required for specialized items of equipment the Contractor shall arrange for such work to be carried out by specialists.

1.16 PREVENTATIVE MAINTENANCE SERVICE SCHEDULES (ANNEXURE A)

Servicing shall be carried out strictly as stated on the service schedules and the Contractor shall after each service submit the completed signed and stamped service sheet, completed signed and stamped job card and invoice must be handed in to the Registry section at **DPWI Pretoria Regional Office, AVN Building, 251 Nana Sita Street, Pretoria.**

The Contractor shall make his own arrangements for printing and duplicating of service schedules and job cards.

The service schedule shall be countersigned by the officer in charge (**Head of Facilities**) of the building in which the equipment is situated and he shall endorse the schedule to the effect that the equipment is, in his opinion, operating satisfactorily.

1.17 OFFICIAL ORDER FOR REPAIRS (SUPPLIERS ADVICE)

- a) An official order (supplier's advice) for repairs shall be issued to the Contractor.
- b) Instructions for repairs may only be issued to Contractors by responsible officials of (NDPWI, PTA R/O). For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Contractor.

Any instruction given by the Client and attended to by the contractor will not be honored by DPWI, shall be the responsibility of Client Department.

1.18 INVOICES AND QUOTATIONS

- c) No payments shall be made for work executed without the necessary written authority, such as official order number and signed job cards.
- d) Payments can be delayed if order numbers and complaint numbers do not appear on invoices submitted for payment and incorrect calculations.
- e) No tippex/correction fluid or any other forms of removal of quantities or numbers on the quotation or invoice will not be accepted and will be returned.
- f) No physical corrections on any invoice will be accepted.

1.19 EXECUTION OF REPAIRS

In the event of repairs having to be carried out urgently during the course of a programmed service, details of such repairs shall be reported immediately to the Head of the Technical Maintenance for further instructions and/or authority to proceed.

No work may be carried out without prior instruction from the Head of the Technical Maintenance.

The Contractor shall respond to all normal breakdown calls within 8 (eight) hours of receipt of the call, AND 24 (TWENTY FOUR) NORMAL WORKING HOURS INCLUSIVE OF THE 8 HOUR RESPONSE TIME TO COMPLETE THE REPAIR. Should this not be possible it is the responsibility of the Contractor to obtain an extension of time. The written request shall clearly state all the reasons for the extension request. Permission for extension shall be in writing.

For emergency services the response time shall be 2 (two) hours from the receipt of the call night or day. Only breakdowns which affect public health could cause an environmental disaster, or the operation and safety of sensitive equipment, shall be treated as emergency repairs.

In the event of the contractor not responding in the required time, the Department reserves the right to call on any other contractor to carry out the service. Any additional cost incurred shall be for the account of the successful bidder.

1.20 JOB CARDS FOR REPAIRS

Job cards shall be completed in all respects for each and every repair undertaken. Job cards shall be issued to Contractor by responsible DPWI official.

Job cards shall be completed in triplicate (Client, DPWI, and Contractor) legibly in ink after completion of each repair and all unused lines shall be ruled through. The job card must be submitted with the quotation, 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 quotation.

1.21 ACCOUNTS FOR SERVICING AND REPAIRS

Accounts for servicing shall be accompanied by a Service Schedule.

Accounts for repairs executed, shall be accompanied by a job card.

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

Note:

Any overpayments discovered at a later stage shall be rectified and the Department shall recover the overpayment.

The appointed bidder shall structure his quote and invoice to include the item numbers as per the tender document.

1.22 PAYMENT TO CONTRACTORS

Accounts can be submitted weekly or monthly. Payments of accounts complying with all the requirements shall be **made within 30 days electronically into the contractors banking account after receipt thereof.**

1.23 PROFIT ON MATERIAL (NON SCHEDULE ITEMS)

Percentage mark-up not exceeding 20% is allowed on non-scheduled material, equipment and requirements only and not on labour, transport. The percentage mark-up shall then be calculated on the price excluding VAT.

(a) **REQUEST FOR SUPPLIERS INVOICE FOR NON SCHEDULE ITEMS (NSI)**

Request for a SUPPLIERS INVOICE for NSI will be requested by the NDPWI official and must be adhered to at all times.

The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the NDPWI;

- Must be on a **Company Letter Head**
- **Prices must be clear with no corrections, no tippex must be used on the invoice.**
- **The supplier's address and contact details must be clear and current'(contactable)**
- **The items listed on the supplier's invoice must be related to the service in question**
- **Failure to comply with the above will result in non-payment or a delay to this particular payment**

1.24 **TRANSPORT COST**

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

- a.) Transport cost will be calculated from The **Pretoria Church Square to site**. Transport cost 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 scheduled repairs, therefore no claims for delivery cost or transport cost to collect material or equipment for scheduled repairs shall be accepted.

1.24 COMPILING OF INVENTORY AND MARKING OF EQUIPMENT.

An inventory of all installations shall be compiled by the Contractor during his first service call. The inventory shall describe the installation in detail and the description shall indicate the make, model, size, capacity and serial numbers of attachment to the equipment. In accordance with the format as shown in the scope of work forming part of this document.

The inventory shall also clearly state the Town/City or complex and building where the equipment is installed. The inventory shall be compiled in MS Excel (*.xls) format and a printed as well as an electronic copy (email) and an updated version shall be handed in with every servicing invoice. **No payment for servicing will be effected without the inventory.** Updated inventories must be supplied as and when components with serial numbers are replaced.

The Contractor shall permanently mark all new installations serviced under this contract. The number on each installation shall be unique and stamped on a metal plate and pop riveted to the installation. The markings shall be in a conspicuous position, but shall not deface the appearance of the installation.

1.25 **CANCELLATION OF SERVICING 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 or any new installation may be added.

The contractor undertakes not to lay any claim(s) against the Department in this event. A written 30 days' notice in this regard will be issued to the contractor.

IMPORTANT NOTICE

EXIT CLAUSE

Note: Should the appointed contractor not perform or defaults on service delivery during any phase of this contract, the department reserves the right to cancel the contract and recover the difference in price between the contractor in default and the next contractor recommended to continue with the contract, where applicable.

National Screening Policy: 'THE SUCCESSFUL TENDERER WILL BE SUBJECTED TO POSITIVE SECURITY CLEARANCE'

The price for marking of the equipment and compiling of the inventory shall be included in the price for servicing.

Please note that this document is based on contract period of 06 months or contract amount, whichever comes first.

END OF THE SPECIAL CONDITIONS OF CONTRACT

2. MAINTENANCE OF EQUIPMENT

1.1 The successful Tenderer shall be required to maintain the complete installation and equipment in a proper and safe operating condition, to clean, adjust and lubricate the equipment as required in terms of the Contract, repair or replace all electrical and mechanical parts as necessary due to wear and tear.

This shall include, but not be limited to the following:-

1.1.1 Examine the system in accordance with any applicable regulation promulgated under the Occupational Health and Safety Act 85 of 1993 and any amendments thereof

- 1 Properly maintain, adjust and keep the installation and equipment in a safe and proper operating condition at all times
- 2 Repair/replace all parts of the installation which may become necessary for the proper use and/or operation of the installation
- 3 Examine, adjust and lubricate the complete installation, supply of all lubricants, replacement parts and cleaning materials as required for proper maintenance of the equipment
- 4 Any malfunction or defect occurring within a period of three (3) months after any service or repair being executed will be for the account of the contractor.
- 5 Examine, periodically and when necessary, all devices and perform any statutory safety tests at or before the expiring of the required intervals
- 6 Complete the services, maintenance or repair action report, which shall be submitted with any invoice(s)

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SCHEDULE 1: SERVICE SCHEDULE FOR AIR CONDITIONING AND VENTILATION PLANTS

PRICES FOR SERVICING

QUARTERLY/BI-ANNUAL SERVICE FOR AIR CONDITIONING AND AIR VENTILATION PLANTS AT MAGISTRATE COURTS; MILITARY BASE; POLICE STATIONS; CORRECTIONAL SERVICES AND OTHER CLIENTS DEPARTMENTS.

DEPARTMENTS:

Note: - 1 Description of the service required entails the following: The servicing of the units as per the attached checklist. Annexure A, B, C and D

2. Prices for servicing include checking of equipment and topping of gas or oil when its low as stipulated in annexure A , B , C and D must, include , labour, transport, consumables, minor and incidental repairs and all other overheads.
3. Prices are to be calculated in totals and all totals be carried over to the summary page.

Description of property

4. South African Police Service Complex (SAPS) consist of split units; package units and ventilation units in offices; board rooms; server rooms, mobile homes, workshops and barracks.
5. Military Bases consists of split units; ventilation units; package units; under ceiling units in offices, workshops; hospitals and boardrooms.
6. Correctional Services: Prisons consist of split units and package units in offices; boardrooms and workshops.
7. Magistrate courts consists of chilled water plants; air ventilation plants; package units; AHU; console units; etc. in offices and courtrooms.
8. Other clients include Department of Labour; Home Affairs; Agriculture; Higher Education; Culture and Health. The list below indicates the complexes which require regular services.

Item No	Description Servicing	Qty	Unit Price/Service	Amount
1	Window units	1		
2	Under ceiling	1		
3	Cassette unit	1		
4	AHU	1		
5	Spit unit	1		
6	Water treatment	1		
7	Central plant	1		
8	Fresh air unit	1		
9	Coil unit	1		
10	Hide away unit	1		
11	Package unit	1		
12	Roof space unit	1		
13	Console unit	1		
	Total for Table 1			

SCHEDULE 2: AIR CONDITIONING AND AIR VENTILATION PARTS FOR REPLACEMENT

Item No	Description Parts	Qty	Unit Price/Service	Amount
14	Complete replacement three phase motor 11KW	1		
15	Parts three phase motor 11KW			
15.1	Mechanical seals	1		
15.2	Shaft	1		
15.3	Couplings	1		
15.4	Bolts and nuts	1		
15.5	Oil seals	1		
15.6	Bearings	1		
16	Complete replacement three phase motor 5KW	1		
17	Parts three phase motor 5KW			
17.1	Mechanical seals	1		
17.2	Shaft	1		
17.3	couplings	1		
17.4	Bolts and nuts	1		
17.5	Oil seals	1		
17.6	Bearings	1		
18	Complete replacement of water pump 4KW	1		
19	Parts for water pump 4KW			
19.1	Mechanical seals	1		
19.2	Shaft	1		
19.3	couplings	1		
19.4	Bolts and nuts	1		
19.5	Oil seals	1		
19.6	Bearings	1		
20	Complete replacement of water pump 5KW	1		
21	Parts for water pump 5KW			
21.1	Mechanical seals	1		
21.2	Shaft	1		
21.3	couplings	1		
21.4	Bolts and nuts	1		
21.5	Oil seals	1		
21.6	Bearings	1		
21.7	Gland packing	1		
22	Complete replacement of water pump 11KW	1		
	Total for Table 2			

Item No	Description Parts	Qty	Unit Price/Service	Amount
23	COMPRESSOR			
23.1	Rotary 9000BTU	1		
23.2	Rotary 12000BTU	1		
23.3	Rotary 18000BTU	1		
23.4	Rotary 30000BTU	1		
23.5	Rotary 36000BTU	1		
23.6	Rotary 50000BTU	1		
23.7	Rotary 80000BTU	1		
23.8	Rotary 100000BTU	1		
23.9	2520V UHMP2BA	1		
24	COMPRESSOR CHILLER PLANT			
24.1	25 HP compressor	1		
25	Insulation of Piping			
25.1	Replace 5x1x50mm/kg Rockwool	1		
25.2	Replace TPS non asbestos plaster/kg	1		
25.3	0.6mm Z250 galvanize cladding	1		
26	FAN MOTOR			
26.1	12000BTU	1		
26.2	18000BTU	1		
26.3	36000BTU	1		
26.4	50000BTU	1		
26.5	80000BTU	1		
26.6	100000BTU	1		
27	FAN MOTOR CHILLER PLANTS			
27.1	500 dia condenser fan motor	1		
27.2	650 dia condenser fan motor	1		
28	CHILLER PLANT FILTERS			
28.1	Panel filters wire support 500x500x50	1		
28.2	Pocket filter 500x500x50	1		
	Total for Table 3			

Item No	Description Parts	Qty	Unit Price/Service	Amount
29	Valves			
29.1	Reverse cycle valve	1		
29.2	Two-port seat valves: VZ/VZF	1		
29.3	Three way valve	1		
30	REFILL GAS BOTTLE			
30.1	Refill R22 refrigerant P/KG	1		
30.2	Refill 410 refrigerant P/KG	1		
31	TIME SWITCH			
31.1	Replace time switch	1		
32	COPPER TUBING.			
32.1	Replace copper tubing hard drawn 3/4 inch x P/m	1m		
32.2	Replace copper tubing hard drawn 3/8 inch x P/m	1m		
32.3	Replace copper tubing soft drawn 1/2 inch x P/m	1m		
33	INSULATION FOR COPPER TUBING.			
33.1	Insulation for copper tubing 3/8 inch x P/m	1m		
33.2	Insulation for copper tubing 3/4 inch x P/m	1m		
33.3	Insulation for copper tubing 1/2 inch x P/m	1m		
34	COMPLETE AIR CON UNITS FOR REPLACEMENT			
34.1	9000BTU	1		
34.2	12000BTU	1		
34.3	18000BTU	1		
34.4	24000BTU	1		
34.5	30000BTU	1		
34.6	50000BTU	1		
34.7	60000BTU	1		
34.8	100000BTU	1		
35	Air handling Units			
35.1	80000 BTU	1		
	Total for Table 4			

Item No	Description Parts	Qty	Unit Price/Service	Amount
36	Fan belts: v-belts			
36.1	500 mm diameter	1		
36.2	600 mm diameter	1		
36.3	1000mm diameter	1		
37	Minipak Generic II	1		
37.1	Controller	1		
37.2	Return air sensor	1		
37.3	3m-RJ Plug	1		
37.4	Fan Motors 180W - 220V D/S	1		
37.5	H48 High Acid Driers	1		
37.6	SN 511 Bearings	1		
37.7	16.0 kw contactor	1		
37.8	Crank case heater 110 v chiller	1		
37.9	2VSK512 Block and takle	1		
37.10	Rectifier pc board	1		
38.1	Inverter pc board	1		
38.2	Main pc board	1		
38.3	Power pc board	1		
38.4	ZR36K3E-PFT-522 Stub Tube	1		
38.5	FH5540E/38F compressor	1		
39	ELECTRICAL PARTS			
39.1	Norsh cable 4 core plus earth 2.5 mm p/m	1m		
39.2	C/B 10Amps S/P	1		
39.3	C/B 40Amps T/P	1		
39.4	C/B 80Amps T/P	1		
39.5	Isolator 63 Amps T/P	1		
39.6	Contactor	1		
39.7	Comm wires	1m		
	Total for Table 5			

3. Costing Summary Page

	Amount
Total For Table 1	R
Total For Table 2	R
Total For Table 3	R
Total For Table 4	R
Total For Table 5	R
Total (Excluding VAT)	R
VAT (15%)	R
Total (Including VAT)	R

4. PRICES AND RATES SCHEDULES

Item.	Description	Qty	Rate	Amount
	Labour Rates The rates for labour will be deemed to include for statutory minimum labour rates, transport cost subsistence and travelling allowance, contribution to bonus, holiday, pension, medical funds, etc as well as for normal working hours, overtime, Sunday and holiday time			
	Normal Time			
	Artisan/Technician per hour	1	200	200
	Labourer per hour	1	75	75
	Material The cost of non-schedule materials shall be deemed to include for the cost of material after deduction of any discount and delivery.	-	-	-
	Mark-up Mark-up on new parts, material and equipment only 0 % to 20%			
	Note: 1. 20 % mark-up shall be calculated On the total discount price Excluding VAT 2. Maximum of 20 % mark-up Will be allowed. A higher Mark-up shall not be Considered.			
	Transport			
	Transport cost/Km (Distances will be measured from the National Department of Public Works Head Office in Pretoria.(Church Square)	km 1	R5.00	R5.00
			Sub-Total	
			15% VAT	
			Total	

TENDERER'S SIGNATURE: _____

ADDRESS: _____

DATE: _____