PA-06.1: BID ADVERTISEMENT – TENDER BULLETIN FOR 80/20 POINT SCORING SYSTEM

<table>
<tr><th>Description:</th><th>Required at: (Town Name)</th><th>Bid No:</th><th>Advert & Closing:</th><th>Bids obtainable from:</th><th>Post or deliver bids to:</th></tr>
<tr><td>SERVICE DESCRIPTION: 6 Months Term Contract: Repairs, Maintenance and Service to HVAC and Associated Equipment for SAPS and other Government Departments: Cape Town CBD

This bid will be evaluated in terms of the 80/20 scoring system This bid includes functionality which will be scored out of 100. Bidders must obtain a minimum of to be considered for further evaluation (price and preference)

Price: 80
Number of Points: 20

Contact for Bid information:

Name and Surname: Sibongile Dyan
Tel no:: 021 402 2078
Email: Sibongile Dyan@dpw.gov.za

Technical Enquiries:
Project Manager's Name and Surname:
Mr Y. Ntlebi
Tel no: 021 402 2329
Cell no: 066 483 3633
Email: yanga.ntlebi@dpw.gov.za</td><td>CAPE TOWN</td><td>500H/133</td><td>Advert Date: 17/09/2026

Closing Date: 02/10/2026 at 11:00 am</td><td>http://www.publicworks.gov.za/quotations.html</td><td>HAND DELIVERY:

Reception area – ground floor at Customs House Building Cape Town. Quotations to be dropped in the Quotation box,</td></tr>
</table>

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR:

Project title:	6 Months Term Contract: Repairs, Maintenance and Service to HVAC and Associated Equipment for SAPS and other Government Departments: Cape Town CBD

Quotation no:	500H/133	**Reference no:**	
Advertising date:	17/09/2026	**Closing date:**	02/10/2026
Closing time:	11:00am	**Validity period:**	84 Calendar days

1. **REQUIRED CIDB GRADING**
   It is estimated that tenderers should have a CIDB contractor grading designation of ***2 ME** or higher, or **2 ME**** 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**

[1]The 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	• 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	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • 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	• 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	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of

9 JANUARY 2004).

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	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	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	☒	Use of correction fluid is prohibited.
4	☒	Submission of a signed bid offer as per the DPW-07 (EC).
5	☒	~~Submission of DPW-09 (EC): Particulars of Tenderer's Projects.~~
6	☐	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	☐	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register. **insert motivation why the tender clarification meeting is declared compulsory**
8	☐	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
9	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	☒	Specify - Submission of duly completed DPW-07 (EC). - Submission duly completed Pricing schedule. - Grand Total must to be transferred from Pricing Schedule Summary page and carried over to the DPW-07 (EC) Form of Offer and Acceptance, failure to do so will result to the quotation being disqualified. Responsiveness criteria..
11	☒	The bidder must submit the following documentation for two (2) technicians: • Valid certified copiy of an Air conditiong or Refrigeration Trade Certificate • Certified copies of technicians' identity document • Category B6 registration card with the South African Refrigeration and Air Conditioning Contractors Association (SARACCA) • Comprehensive CVs demonstratinga minimum of three years' experience working with HVAC, air and water chiller systems. All copies of qualifications must be certified by a commissioner of oath.
12	☒	Bidder must attach an active CIDB status. The required contractor grading designation is 2ME or higher.
13	☒	The company must provide evidence of experience in working with HVAC systems. Bidder must submit proof of five (5) or more projects in the past 10 years relating to maintenance and related services of HVAC or refrigeration (as defined in the scope of work). Signed completion certificates with clear contract description, contract value, contract duration and contact details must be provided as proof.
14	☒	Bidders will be disqualified in the following circumstances: a) If they submit, more than one bid or an alternative offer. b) If they submit an additional bid(s) for the same bid, whilst they are in agreements with other bidders in the form of joint ventures or consortiums. c) If there is factual evidence of communication with any other bidder, which is competing for the same bid (example a signature of the bidder is found in a competing bidder or the bidder is a director of a company in a competing bid offer

15	☒	Vehicles (LDV's/Double, Single or Extended Cabs) The bidder must provide proof of 2 vehicles in order to cover areas within the region The bidder must provide one of the following as proof of vehicles: 1). Copy of vehicle registration certificate or ENatis print out of vehicle registration with the director's name or company name. 2). A vehicle lease agreement signed by both parties (the lessee and lessor). The lease agreement must be valid for the duration of the contract

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	☒	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	☒	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	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	☒	Submission of (PA-11): Bidder's disclosure
5	☐	Submission of PA-16.1 (EC): Ownership Particulars
6	☐	Submission of documentation relating to **risk assessment criteria** as contained in C 2.1 of DPW-03 Tender Data.
7	☒	Submission of (PA 40): Declaration of Designated Groups.
8	☒	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
9	☐	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	☐	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	☐	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	☐	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.
13	☒	The Department may not appoint the same Service Provider for more than one area per discipline. This will be done in the interest of spreading work between more Service Providers. The Department may only appoint the same Service Provider for more than one area per discipline in the case where there is a shortfall of successful bidders in the area and within the estimate price range for the area tendered for
14	☒	The recommended bidder must provide a break-down quotation for every job before generating purchase order and before commencing with work on site.
15	☐	Specify other responsiveness criteria
16	☐	Specify other responsiveness criteria
17	☐	Specify other responsiveness criteria
18	☐	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 <u>shall</u> result in the tenderer not allocated points for specific goals

1	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	☒	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:

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)

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 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 specifiy 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:	N/A		
Virtual meeting Link:	N/A		
Date:	N/A	Starting time:	N/A

9. ENQUIRIES

9.1. Technical enquiries may be addressed to:

DPWI Project Manager	Y. NTLEBI	**Telephone no:**	021 402-2329
Cellular phone no	066 483-3633	**Fax no:**	
E-mail	yanga.ntlebi@dpw.gov.za		

9.2. SCM enquiries may be addressed to:

SCM Official	Sibongile Diyani	**Telephone no:**	021 402-2096
Cellular phone no		**Fax no:**	
E-mail	sibongile.diyani@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).

Tender documents may be posted to:		**Deposited in the tender box at:**
The Director-General Department of Public Works and Infrastructure Private Bag X insert bag no insert town insert postal code **Attention:** **Procurement section:** Room insert room no	**OR**	Customs House, Ground Floor Quotation Box Cnr. of Heerengracht and Adderley Streets Foreshore, Cape Town National Dept. of Public Works and Infrastructure

DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

Project title:	***6 Months Term Contract: Repairs, Maintenance and Service to HVAC and Associated Equipment for SAPS and other Government Departments: Cape Town CBD***		
Tender / Quotation no:	***500H/133***	**Reference no:**	

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
6 Months Term Contract: Repairs, Maintenance and Service to HVAC and Associated Equipment for SAPS and other Government Departments: Cape Town CBD

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

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

THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES ("All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:

Rand (in figures) **R** ....

Rand (in words)..

....

....

The amount in words takes precedence over the amount in figures. The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as ***a firm and final offer***.

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.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation:		Natural Person or Partnership:
....		....
....		....
And: Whose Registration Number is:	OR	Whose Identity Number(s) is/are:
....		....
And: Whose Income Tax Reference Number is:		Whose Income Tax Reference Number is/are:
....		....
CSD supplier number:..		CSD supplier number:..

*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".
**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender / Quotation no:

AND WHO IS (if applicable):
Trading under the name and style of: ....
AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: .... In his/her capacity as:	**Note:** **A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.**

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)
The official documents .... ☐
The official alternative .... ☐
Own alternative (only if documentation makes provision therefore) .... ☐

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

SECURITY OFFERED:

(a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

(1) cash deposit of 10 % of the Contract Sum (excluding VAT) **Yes** ☐ **No** ☐

(2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) **Yes** ☐ **No** ☐

(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

(4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

(5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

*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".
**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender / Quotation no:

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

....

....

Other Contact Details of the Tenderer are:

Telephone No... Cellular Phone No. ....

Fax No ....

Postal address ....

Banker .... Branch...

Registration No of Tenderer at Department of Labour ....

CIDB Registration Number: ....

ACCEPTANCE

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

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender 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 agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

*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".
**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender / Quotation no:

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

1.1.6. Subject:
Detail:

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

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

PRICING SCHEDULE

DESCRIPTION: 6 Months Term Contract: Repairs, Maintenance and Service to HVAC Systems and Associated Equipment for SAPS and other Government Departments: Cape town CBD

SCHEDULE ONE

	SCHEDULED RATES BASED ON MATERIAL, SPECIALIZED SERVICES AND HIRING OF EQUIPMENT/PLANT, LABOUR AND TRAVELLING COST	QUANTITY PER UNIT	RATE	TOTAL VAT EXCLUDED
1.	**MATERIAL**			
	The cost of items shall be deemed to be for material used and justified by means of supplier's invoice, after deduction of any discount and delivered on site. **The formula to be used will be: A + B = C** A= Non-fixed Provisional Quantity on material B= Percentage mark-up C= Total Costs	**A**	**B**	**C**
1.1	Percentage mark-up on items.	R 350 000.00	%	R

2	**SPECIALISED SERVICES**			
	The costs shall be deemed to be for specialised services outside the scope of work covered in this contract **The formula to be used will be: A + B = C** A= Non-fixed Provisional Quantity on material B= Percentage mark-up C= Total Costs	**A**	**B**	**C**
2.1	Percentage mark-up on claims	R 130 000.00	%	R
3	**LABOUR (NORMAL WORKING HOURS)**			
	The rates for labour will be deemed to include for statutory minimum labour rates, contribution to bonus, holiday, pension, medical funds etc., as well as for normal working hours, overtime, Sunday- and Holiday time, but excluding VAT. All labour rates submitted and applied under this contract shall comply with the minimum wage rates, allowances, and conditions of employment prescribed by the applicable Bargaining Council and any relevant collective agreements in force for the duration of the contract. **The formula to be used will be: A x B = C** A= Non-fixed Provisional working hours B= labour rate per hour C= Total Costs	**A**	**B**	**C**
3.1	Qualified Artisan	500 Hours	R	R
3.2	Assistant/Semiskilled	500 Hours	R	R
			TOTAL	R

4	**TRAVELLING COST** **Transport costs will be running cost per kilometre as well the travelling time from the core town as indicated in the Area List.** **The formula to be used will be : A x B = C** A= Non-fixed Provisional kilometres/ hours B= Rate per kilometre/ hour C= Total Costs	**A**	**B**	**C**
4.1	Kilometres travelled from Core Town (City Hall)	5000 Km`s	R	R

SUMMARY PAGE

SHEDULE ONE	AMOUNT	
	R	C
1. Material		
2. Specialized services		
3. Labour rate		
4. Travelling cost		
TOTAL		
VAT (If Vat Vendor)		
GRAND TOTAL (To be transferred to DPW-07)		

NOTE: Failure to transfer the Grand total on this summary page to the DPW-07 (Form of Offer) the quote will be deemed as non-responsive and will result to elimination

SIGNED: ______________________________

NAME OF CONTRACTOR: ______________________________

ADDRESS: ______________________________

____

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

2.2.1 If so, furnish particulars:

……………………………………………………………………………………………………

……………………………………………………………………………………………………

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

2.3.1 If so, furnish particulars:

……………………………………………………………………………………………………

……………………………………………………………………………………………………

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

____

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at ____ *(place)*

on ____ *(date)*

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

   ____

   (Project description as per Bid / Tender Document)

   Bid / Tender Number: ______________________________ *(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms: ____

   in *his/her Capacity as: ____ *(Position in the Enterprise)*

   and who will sign as follows: ____

   be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
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15			
16			

17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. ** Delete which is not applicable.*
2. ***NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.*
3. *In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).*
4. *Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).*
5. *Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

____

____

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at ______________________________ *(place)*

on ______________________________ *(date)*

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

   ____

   ____

   (List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

   to the Department of Public Works in respect of the following project:

   ____

   ____

   (Project description as per Bid /Tender Document)

   Bid / Tender Number: ______________________ *(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms: ____

   in *his/her Capacity as: ______________________________ *(Position in the Enterprise)*

   and who will sign as follows: ______________________________

   be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

   Physical address: ______________________________

   ____

   ____

   ______________________ (code)

Postal Address: ______________________________

____

____

________________________ (code)

Telephone number: ______________________________

Fax number: ______________________________

	Name	Capacity	Signature
1			
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

1. ** Delete which is not applicable.*
2. ***NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.*
3. *In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).*
4. *Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).*
5. *Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. ______________________________

   ____

2. ______________________________

   ____

3. ______________________________

   ____

4. ______________________________

   ____

5. ______________________________

   ____

6. ______________________________

   ____

7. ______________________________

   ____

8. ______________________________

   ____

Held at ______________________________ *(place)*

on ______________________________ *(date)*

RESOLVED that:

RESOLVED that:

A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

   ____

   ____

   (Project description as per Bid /Tender Document)

   Bid / Tender Number: ______________________ *(Bid / Tender Number as per Bid /Tender Document)*

B. *Mr/Mrs/Ms: ____

in *his/her Capacity as: ______________________________ *(Position in the Enterprise)*

and who will sign as follows: ______________________________

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

____

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: ______________________________

____

____

______________________________ (Postal code)______________

Postal Address: ______________________________

____

____

______________________________(Postal code)______________

Telephone number: ______________________________

Fax number: ______________________________

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. ** Delete which is not applicable.*
2. ***NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.*
3. *Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.*
4. *Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).*

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 **Preference Points System to be applied**

(*tick whichever is applicable*).

☒ The applicable preference point system for this tender is the **80/20** preference point system.

☐ The applicable preference point system for this tender is the **90/10** preference point system.

☐ Either the **90/10 or 80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 **Points for this tender shall be awarded for:**

1.3.1 **Price; and**

1.3.2 **Specific Goals**

1.4 **The maximum points for this tender are allocated as follows:**

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	☒ 80/20	☐ 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 **Breakdown Allocation of Specific Goals Points**

☒ **1.5.1. 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	• 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	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • 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	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

	people with disability (Mandatory)		and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

☐ **1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

Table 2

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 or any entity which is at least 51% owned by black people (Mandatory)	10	• 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	• Official Municipal Rates Statement which is in the name of the bidder. Or

			• Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.

☐

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	• 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	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.

3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. ☐ **OR**	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps	=	Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 4: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	**Number of points allocated (90/10 system) (To be completed by the organ of state)**	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (90/10 system) (To be completed by the tenderer)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million)	4	10		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
which is at least 51% owned by black people				
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	2	2		
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm...

4.4. Company registration number: ....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company
[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

…………………………………………
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: …………………………………………………………
DATE: …………………………………………………………
ADDRESS: …………………………………………………………
…………………………………………………………
…………………………………………………………
…………………………………………………………

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no:

Name of Tenderer ....

☐ **EME[1]** ☐ **QSE[2]** ☐ **Non EME/QSE (tick applicable box)**

1. **LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.**

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
11.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
12.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No

\# Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number

\## State date of South African citizenship obtained (not applicable to persons born in South Africa)

[1] EME: Exempted Micro Enterprise
[2] QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no:

2. DECLARATION:

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

1 The information and particulars contained in this Affidavit are true and correct in all respects;

2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;

3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;

4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;

5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	**Signature**	**Date**

public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT

1. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

1.1 This Contract shall be valid for a period of **six (6) months** commencing from the date of receiving the order number. The contract will end/ be terminated when the period of six months lapse or Quotation amount is reached.

1.2 This is a fixed scheduled priced contract and no price adjustment of whatever nature, except for the reduction or increase in the Value-Added Tax, shall be applicable to this contract.

1.3 Notwithstanding any other provision to the contrary contained herein, the Department reserves the right to terminate this contract upon thirty (30) days' written notice to the Bidder, should it no longer require the services being rendered hereunder, without attracting any liability or incurring any penalty in respect of such early termination.

2. THE BID DOCUMENT

2.1 The text of this Bid document and other documents, as prepared by the Department, shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder will be accepted.

3. INTERPRETATION AND DEFINITIONS OF BID DOCUMENT

In the event of any dispute arising regarding this contract, the matter shall be referred to the Regional Manager, whose decision shall be final. The Bidder shall not delay the execution of any work pending such a decision. The Department of Public Works shall incur no personal liability in respect of any matter arising out of the contract or incidental thereto.

3.1	Unit:	The unit of measurement for each item.
3.2	Quantity:	The provisional number of items.
3.3	Rate:	The agreed unit rate per item.
3.4	Amount:	The product of the quantity and the agreed rate for an item.
3.5	Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work is not measured in any units.
3.6	Plant &Equipment:	Scaffolding, cherry picker trucks, earthmoving equipment etc
3.7	Call- out(assessment):	First visit to site after receiving a complaint and will include labour and all related cost assessing the job.
3.8	Client Department:	All other government departments, i.e. SA Police Service, Correctional and Justice Department, SA Defence and Others, hereafter referred to as "User Department"

4. APPLICABLE LEGISLATION AND STANDARDS

Should there be any discrepancy between these Special Conditions of Contract and the Conditions of Contract (PA 10 FM), the former shall take preference.

The following documents shall be read in conjunction with this tender:

4.1 Occupational Health Safety Act: Act No. 85 of 1993.
4.2 Municipal By-laws and any special requirements of the Local Authority.
4.3 South African National Standards or the equivalent,
4.4 The latest Automatic Sprinkler Investigation Bureau Rules.
4.5 The Local Municipal Gas Regulations.
4.6 Conditions of Tender: Form PA 10 FM.
4.7 Tenderers Additional Particulars.
4.8 All Sections of, and Addenda to, the Specification.
4.9 Standard Specification for Kitchen Equipment (PW 351)
4.10 General Electrical Specification Parts A, B & C (PW 354)
4.11 Specification of Materials and Methods to be Used (PW371)
4.12 Standard Specification for Air Conditioning and Ventilation Installations (STS 1)
4.13 Standard Specification for Refrigeration Services (STS 2)
4.14 Standard Specification for Steam Boiler Installations (STS 3)
4.15 Standard Specification for Electrical Installations and Electrical Equipment Pertaining to Mechanical Services (STS 5)
4.16 Best industry practice to the appropriate and technical standards,
4.17 Requirements of the appropriate professional bodies or institutions, including guidance notes and codes of practice where applicable.

Copies of the said standard specifications (PW & STS documents) may be viewed or downloaded from the DPW website at www.publicworks.gov.za/documents/consultants

The Bidder shall study these documents and acquaint himself with the contents thereof, **BEFORE SUBMITTING THE BID DOCUMENT** as no claims in this regard will be entertained.

5. BID EVALUATION

Refer to PA-01.1 EC in the bid documents.

6. PROVISIONAL QUANTITIES

All quantities in this Bid document are provisional and inserted 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. Payment shall be as set out in clauses herein.

7. SCOPE OF CONTRACT

7.1 This contract is for the maintenance/repairs as per schedule 1 as mentioned on in properties, namely official quarters, living quarters and messes in military, correctional services and police bases, Prestige, state buildings, state housing, etc. as well as certain hired buildings and structures falling under the control of the Department or other departments hereafter referred to as "User" Departments.

7.2 The Department of Public Works reserves the right to enter new contracts for major Repairs and Renovations, Capital Works or any other maintenance or repair works in any complex or building covered in this contract. The work included in such new contracts will automatically be excluded from the contract.

7.3 The Department intends appointing one successful Service Provider per area.

7.4 The Department reserves the right if required to employ any other contractor for any project in any region or area. The Department reserves the right to allocate works/projects/orders to successful Bidders in any area with the aim to spread the assignments between them. Thus, the successful tenderer does not have the right to all projects/works/orders in the region it bided for.

7.5.1 All Bids will be Evaluated, Scored, the Highest scoring Bidder will be awarded 1(one) area, that is if the Department sees no risks that may affect service delivery.

7.5.2 The Department reserves the right to negotiate the price with the successful bidder.

7.6 Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.

7.7.1 The Bidder shall supply all consumable material such as oils, grease, waste, hacksaw blades, welding rods, insulation tape, cleaning materials and chemicals etc. necessary for the proper performance of the repairs.

7.8 Where repairs are required to specialized items of equipment the Bidder shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of Sub-contractors, he shall apply to the Department for written approval before he makes use of their services.

8. VALUE ADDED TAX

All rates and prices entered in this tender document must be Nett, i.e. exclusive of Value Added Tax (VAT). VAT must be calculated and added to the total value of all the items in the Schedules as reflected in the Summary.

9. RATES AND PRICES

9.1 All rates tendered by the Bidder for items in this document shall include for additional costs, if any that may occur because of these Special Conditions of Contract as well as for the supply of normal equipment and everything necessary for the proper execution of the work. Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.

9.2 The Department may choose to exclude certain items from the contract, if according to the judgment of the Department an item is priced much higher than the market-related prices.

9.3 Term contract rates shall remain fixed for the duration of the Term Contract.

9.4 The prices in the Schedule of Prices are for the supply of items/materials only. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Bid document is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

9.5 There are no P&Gs, escalation or variation orders as this is applicable under Projects.

9.6 This is purely a maintenance term contract valid for 6 months only.

9.7 This is day-to-day maintenance contract (the bidder will be given a work instruction on an "as and when basis") the offer of acceptance is therefore an estimate and will vary, meaning that the collective pay-outs at the end of the 6 months may not be equal to the final bid offer.

9.7.1 National Department of Public Works Regional Office Cape Town cannot be held accountable should the total pay-out at the end of the term contract be less than the form of offer of acceptance.

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

9.8 The Department may request the bidder to adjust his/her rates in cases where rates are non-market related, nominal and nil or unbalanced.

9.9 The Department reserves the right to disqualify bid offers which incorporate unit rates that are nominal and nil or unbalanced.
All items to be priced in the price schedules and to be of a competitive price.

10. VEHICLES AND TRANSPORT COSTS

10.1 The types of vehicles required for this service are specified in the table below.

Category B: - Light Delivery Vehicles
Single Cab 4x2
Extended Cab 4x2

10.2 Transport cost will be calculated from the District's Main Municipal Office (in the core town) to the site specified. 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 carried out on the same day or at the same institution or building in the same areas be allowed.

10.3 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. The bidder may not claim labour for travelling to and from site.

10.4 **Prescribed rate per kilometer:** The rate per kilometer is fixed by the Minister of Finance and currently is R4.95 per kilometer from as from 1 March 2026 (https://www.sars.gov.za/wp-content/uploads/Ops/Guides/PAYE-GEN-01-G03-Guide-for-Employers-in-respect-of-Allowances-External-Guide.pdf).

Note: The Department will not accept transport rates per kilometer less than R4.95 per kilometer.

11. ACCESS TO PREMISES

The Bidder undertakes to:

11.1 Arrange with the occupants of buildings regarding access to the premises to execute the required repairs.

11.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.

11.3 Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.

11.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.

11.5 Comply with all By-laws and requirements of the Local Authority.

11.6 Carry out repairs during normal working hours and emergency repairs during weekend and public holidays when required.

12. ACCESS CARDS TO SECURITY AREAS

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

12.2 The Bidder 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, Correctional Services, S.A. Police Service, Prestige or Ministerial complexes.

13. SECURITY CHECK ON PERSONNEL

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

13.2 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 Bidder shall do so forthwith and the Bidder 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.

14. TRAINED STAFF

14.1 The Bidder shall use competent trained staff directly employed and supervised by himself.

14.2 Bidders shall satisfy the Department in all respects that their Artisans/Technicians are suitably qualified to carry out the specified repairs covered by this contract.

Certified copies of qualifications air-conditioning or refrigeration trade test certificate, as well as valid proof of safe handling of refrigerant gas (SAQCC Gas Licence A or B certificate or card) not older than 3 months to be attached with this document.

All Technician's/Artisan's certificates of qualification and ID copies shall be submitted with the bid document.

Only South African Citizens will be allowed to work in this project due to the Department dealing with National Key Points. (Because the Client is a National Key Point, it is for this reason foreigners won`t have access to the facility

14.3 Bidders are to note that the equipment to be repaired under this contract is of utmost strategic importance to the Department.

15. DRESS CODE

The following dress code must be always adhered to by all workers:

15.1 Workers must have a COMPANY WORK SUIT with the company logo on it.

15.2 Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.

15.3 The dress code must adhere to the OHSACT in terms of protection for all workers for this service.

15.4 Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this service

16. MATERIAL OF EQUAL QUALITY

16.1 New parts, components and material used shall be of equal specification and shall match the existing item that is being replaced. Only genuine parts are acceptable to the Department and the use of pirate parts will not be allowed. New parts, components and material shall conform to SANS 9001.

16.2 Parts will be installed and connected to the supplier's specification. Where original spares are no longer available, it shall be brought to the attention of the Department, together with a proposal for the replacement or modification of the item to insure continued serviceability.

16.3 The Bidder shall submit to the Department any suppliers or factory guarantee of repaired or replaced components together with his invoice and shall ensure that such guarantees are not jeopardised in any way. All new parts, components and material used in this contract as well as workmanship shall be guaranteed for a period of at least 6 months.

16.4 The serial numbers of original and new components such as MV/LV Breakers etc., shall be entered on job cards and invoices submitted for payment.

16.5 **NOTE:** The Department reserves the right to instruct the Bidder to mark by stencilling or engraving any new part or component of an installation with the complaint number for the repair at his own cost. The marking shall be in a conspicuous place and not spoil the appearance or cause any damage to the part or component.

17. REDUNDANT MATERIAL, RUBBISH AND WASTE

All rubbish and waste shall be removed from the site by the Bidder and the plant rooms shall be kept in a clean and neat condition. The Bidder will be required to submit pictures of the redundant/waste material upon request.

18. FRAUDULENT CONDUCT

Fraudulent conduct shall mean any conduct aimed at obtaining an unjust profit and/or intentional poor quality of work and submitting of inflated, false or incorrect invoices, and any references listed in the National Treasury Regulations.

19. EXECUTION OF REPAIRS

19.1 The Contractor shall, in the event of repairs or replacements becoming necessary, submit a technical report with an estimate of the cost of the work concerned to the Regional Representative and on receipt of instructions to that effect put the work in hand. The technical report must be supported with photos to give an indication of the repairs required and include a motivation for replacement of parts.

19.2 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 suppliers' invoice plus mark-up in the case of non-scheduled items in this contract. Should the Contractor find that the final cost will be higher than the estimated cost, the Contractor shall obtain a written instruction from the Regional Representative before continuing with the work.

19.3 The Regional Representative reserves the right to execute such repairs and replacements with his own staff or by any other means.

19.4 If the Contractor fails to respond within the time limits as stated in response times, the Department reserve the right to impose the penalties for non-performance stated in clause 41 of this contract.

19.5 **The contractor shall complete all the service/repairs within the space of three (3) working days, in the event where the contractor require more than three days approval must be obtained from the works manager in writing before commencing with the repairs. In case where the contractor proceeds with the repairs for more than three days without approval, The Department will only consider the first three days (job cards) for payment.**

19.4.1 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 23 of this contract.

20. MANAGEMENT AND EXECUTION OF WORK

20.1 Arrange with the occupants of buildings regarding access to the premises to execute the required service.

20.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on site.

20.3 Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.

20.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.

20.5 Provide qualified artisan(s) to carry out any emergency repair work on a 24 hours basis, including weekends and public holidays.

20.6 Perform maintenance, servicing and repair work during normal working hours and overtime will only be approved as permitted by the Department Representative.

20.7 Make suitable arrangements regarding the signing of job cards / forms with the respective client/user departments. It must be noted that no extra time will be allowed or paid for this exercise and NO invoice will be paid without the original required signed documents. It is also required from the Bidder to sign time in and out in register to be found with the User Department on site.

20.8 It is strongly recommended to take as many photos necessary of the work in progress and submit with invoicing as supporting evidence of works performed.

20.9 It is of the utmost importance that the contractor whilst working or repairing any Works at any of the Air Force Landing strips, the necessary clearance and reflective protection clothing and demarcating is done before any work is commenced and completed.

20.10 All maintenance and repairs shall be executed by competent personnel in the most timesaving and effective manner possible. The Contractor shall always have adequate resources available to perform all functions required of him. Resources shall include labour, specialist expertise, tools, test equipment, consumable material, spare parts, operation and maintenance manuals, drawings, and other documentation to keep down-time to an absolute minimum. Faulty items must be repaired immediately and returned to the Contractor's stock holding. All tools and equipment required to perform repairs and maintenance shall be supplied by the Contractor and shall remain his property when the contract lapses.

20.11 Sub-contracting.

1. Only specialized services to be sub-contracted.
2. The bidder shall not sub-contract any portion of the services to be performed

under this Agreement without the prior written approval of the Department. No such sub-contractor shall relieve the bidder from its obligations and liabilities under this Agreement, nor shall any sub-contract obligate direct payment from the Department.

3. The bidder shall invoice the Department immediately once the sub-contractor has completed work.
4. The bidder shall pay the sub-contractor within 3 days after receipt of payment from the Department unless otherwise agreed upon between the bidder and sub-contractor.
5. All sub-contractor invoices supplied by bidder shall be fully descriptive of materials used, specifications, work performed, labour rates and hours worked. The sub-contractor's rates shall be marketed related.
6. The bidder shall remain the primary debtor and be responsible for the due and timely performance by any sub-contractor.

21. FORCE MAJEURE

" Force Majeure" shall mean any circumstances not within the reasonable control of either party, including but not limited to Acts of God, inclement weather, flood, lightning, fire, industrial action, lockouts, highways authorities, or other competent authority, act of terrorism, war, military operations or riot. If the bidder is hindered or prevented from performing his obligations under the contract by Force Majeure, such party shall not be liable for failure to perform such obligations, provided that:
The bidder shall immediately give written notice to the Department of Public Works Regional Manager/ Regional Facilities manager of the reason for the fault or delay and a plan to recover for lost time to perform the required service as soon as is practicable.

Upon cessation of the event of Force Majeure, the bidder shall notify the Department of the cessation and recommences its contractual obligations as soon as practicable.

If because of Force Majeure the performance by the bidder of his obligations under the contract is only partially affected, the bidder shall nevertheless remain liable for the performance of those obligations not affected by Force Majeure.

22. OFFICIAL INSTRUCTION FOR REPAIRS

22.1 An official instruction for each repair shall be issued to the Bidder. *The Bidder may not accept any instruction from the User Department and/or its employer or enter into any negotiations with the User Department in regard to any work to be done.*

22.2 Instructions for repairs may only be issued to Bidders 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 Bidder in writing. If the Bidder has facsimile facilities, the instruction will be faxed or emailed to him. The Bidder shall not proceed with any work without an official instruction.

22.3 No payments shall be made for work executed without the necessary written authority.

22.4 Payments will be delayed and invoices returned if order numbers and complaint numbers do not appear on invoices submitted for payment.

22.5 *The contactor may not proceed with any new repairs unless all invoices pertaining to prior work done to, or in respect of, the same facility/installation/machinery/equipment/ component have been duly submitted to the Department for payment.*

23. EMERGENCY REPAIRS

23.1 For purposes of this Bid document emergency services shall mean work which, in the opinion of the Department, must be carried out without any undue delay, notwithstanding that it may have to be done during normal working hours, Saturday, Sunday and Public Holidays, within time frames as above.

23.2 Emergency repairs after hours may be executed with only receipt of an official complaint (ID) number and only on the telephonic instruction of the Control Works Manager of this Department.

23.3 The Bidder shall however ensure that the official of the User Department signs the job card. The Bidder shall also ensure that he obtains the official instruction from the Department on the following working day. No payment will be made without a complaint number, official instruction and duly completed and signed job card.

23.4 Only breakdowns which affect public health or the operation and safety of sensitive equipment (Refrigeration, Fresh Water Pumps, Sewerage Pumps, IT Equipment in Laboratories, Access Control, power failure to complexes and buildings, security related defects, etc.) shall be treated as emergency repairs. Breakdowns involving personal comfort will not be considered as emergency repairs unless authorised as such by the Regional Representative of this Department.

24. JOB CARDS ("M" FORMS) FOR REPAIRS

24.1 The Bidder must provide his own supply of Job Cards in accordance with the example included herein.

24.2 Job Cards shall be completed in all respects for each repair work.
Complete a separate job card for every day the service is rendered. Job cards will indicate "job still in progress" and the final job card will indicate "job completed".

24.3 The Job Card must be completed legibly in black ink after completion of each repair. All columns of section (1) one and (2) two on the job card shall be completed by the Bidder and all un-used portions/lines of section (2) two shall be deleted and counter signed by the responsible representative of the User Department, who will also sign-off the Job Card – Section Three (3) pertains. Black ink shall be used in this regard.

24.4 Only the artisan who executed the repair work may sign the job card and submit it to the User Department for signature.

24.5 In addition to the Original Completed Job Card submitted with the account, the Bidder must submit a copy of the completed Job Card to the User Department for audit purposes and retain a third copy for his official records.

24.6 Failure to comply with the above could delay payment.

24.7 In the event where the User Department do not have an official date stamp, the onus is on the Bidder to see that the client sign and date in the allocated block on the job card. (No job card will be accepted should the above not be completed)

24.8 No Photocopied Job Cards will be accepted under any circumstances with invoicing.

24.9 Having blank or incomplete Job cards signed by the client departments before or after work is completed is deemed to be of a fraudulent nature and is in breach of this contract and can and will lead to the cancellation of the contract

24.10 The Job Card must be signed by the User Department immediately after the work has been completed, not days/weeks/months thereafter.

24.11 **NOTE:** All job cards (hours spent) are to be completed on site. The use of correctional fluid will not be allowed on any documentation.

25. SUBMISSION OF SUPPLIER'S INVOICES (NON-SCHEDULED REPAIRS)

25.1 Bidders shall submit a certified copy of the supplier's tax invoice (SAPS certified), attached to their accounts in respect of non-scheduled items purchased for such repairs.

25.2 Descriptions like "1 x wire" are not acceptable and will lead to the delay of payments. The full description that is essential to order such an item from a supplier, i.e. make, model, serial number, size, capacity, etc. shall be listed on the account.

25.3 A separate invoice for each repair shall be submitted. Only invoices from registered and approved suppliers/dealers for the respective equipment/items/parts must be supplied.

25.4 The supplier's invoice must comply with the following criteria, which will be deemed acceptable to the Department.

- 25.4.1 Must be on a Company Letter Head.
- 25.4.2 The words 'tax invoice' in a prominent place.
- 25.4.3 The name, address and registration number of the supplier.
- 25.4.4 The name and address of the recipient.
- 25.4.5 An individual serialized invoice number and the date upon which the tax invoice is issued; (the invoice number must be the Departmental reference number – this will be explained upon award of the bid).
- 25.4.6 Description of the goods or services supplied.
- 25.4.7 The quantity or volume of the goods or services supplied.
- 25.4.8 Either-
  - i) The value of the supply, the amount of tax charged and the consideration for the supply; or
  - ii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

NOTE

25.5 Prices must be clear with no corrections; no tippex must be used on any documentation.

25.6 The supplier's address and contact details must be clear and current (contactable)

25.7 The items listed on the supplier's invoice must be related to the service in question and correlate with items claimed for on job card.

25.8 Failure to comply with the above will result in non-payment or a delay to this particular Payment.

25.9 The Department has the right to scrutinize all supplier`s invoices. Prices for items supplied and services rendered shall be market related.

26. INVOICES FROM BIDDER

26.1 Invoices for services rendered, must be accompanied by Job Cards, official instruction and suppliers' invoices for non-scheduled items claimed for. The price for each item on the job card shall be cross referenced with the applicable price for similar items in the original tender document by means of the page and item numbers e.g. 2/26 (page 2, item 26

26.2 The following information is required on the layout of an invoice:

26.2.1 Invoice must be on company`s letterhead.

26.2.2 Invoice must be addressed to DPW.

26.2.3 Invoice must have invoice date and number.

26.2.4 If charge for VAT, invoice must indicate "TAX INVOICE" and company`s VAT registration number must appear on invoice.

26.2.5 Invoice must indicate, (address) where service was rendered.

26.2.6 All invoices submitted by the Service Providers, must include the system generated call ID as DPWI reference, together with the order number

26.2.7 Full description of work been carried out.

26.2.8 The name and email address of the respective Works Manager handling the specific service.

26.3 Services to equipment:

26.3.1 Services can be cancelled at the Department's discretion.

26.3.2 Services can only be executed on the receiving of a call centre complaint from the Regional Representative.

26.3.3 Services completed without call centre complaint will not be paid by the Department

26.3.4 The Department will not pay services requested by our Clients to the Contractor and attended by the Contractor without DPW Official.

26.3.5 Where major work, extensive repairs, replacement of equipment or where there is damage to facilities or equipment; the contractor shall include photos of the entire repair process with the invoice that is from the first inspection to the completion of the work.

26.3.6 When the bidder has done a service to any equipment, he/she shall indicate on the invoice **"SERVICE"** in bold and larger font or highlighted.

27. PAYMENT TO CONTRACTORS

27.1 The Contractor shall submit a detailed invoice to the DPWI, within thirty (30) calendar days following the completion of the work or the delivery of services. The invoice must include all necessary documentation, including but not limited to, itemised costs, proof of completion, and any other required supporting documents.

Failure to submit an invoice within the aforementioned period shall result in a forfeiture of the right to receive payment for the completed work or services. The DPWI shall have no obligation to make any payments for work completed or services rendered if the invoice is not submitted within the specified 30-day period.

27.2 Should the late submitting of invoices frequently occur without valid reason the Department will have the right to terminate the contract.

27.3 The irregular and non-compliant submission of invoices in respect of completed work shall be taken into account in the assessment of a Bidder`s overall performance.

27.4 Payment of invoices complying with all the requirements will be made within 30 days after official departmental receipt of correct invoices.

27.5. **NOTE: Any errors made by the Bidder, intentionally or unintentionally in the compilation of the job cards and for accounts discovered at a later stage, shall be rectified and the over payment recovered by the Department.**

27.6 The successful bidder's administration must be in order.
This implies that all the outstanding invoices for work done for the Department must be submitted before the awarding of the contract.
Failure to do so may lead to not being awarded a contract

27.9 The Contractor shall be responsible for accounting to the appropriate authorities for its income tax, VAT, or other moneys required to be paid in terms of any applicable fiscal provision

28. PROFIT ON MATERIAL

Percentage mark-up is allowed on non-scheduled material only and shall be the percentage as rated in schedule two. 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. The mark-up ceiling shall not exceed 20%.

29. HOURS OF WORK

The Bidder shall undertake to carry out the repair/servicing during normal working hours, **UNLESS PRIOR** arrangements for working outside normal working hours have been requested by the User Department and approved by this Department.

30. EXECUTION OF WORK BY OTHERS

Although this tender includes day-to-day repairs to all Government Buildings under the jurisdiction of this Department, the respective User Departments who are responsible for minor repairs, reserves the right to carry out such minor repairs by others.

31. MARKING OF EQUIPMENT

The Bidder shall permanently mark all new installations serviced under this contract.

The number on each installation shall be unique, issued by the Department and stamped on a metal plate and pop riveted to the installation. The marking shall be in a conspicuous position but shall not deface the appearance of the installation. Where equipment is already marked with inventory numbers, such will be used and recorded.

32. SUBMISSION OF PROGRESS REPORTS

The Bidder shall be required to provide the Department with a progress report on a weekly basis of all services that are in progress and of those completed. The progress report shall include the status of each job i.e. "completed" or in "progress" as well the completion date or expected completion date and reasons for delay. The progress report can either be submitted individually to each respective Works Manager or as one report with a breakdown highlighting each Works Manager's work. The progress reports must be submitted every Friday or the preceding day if it falls on a public holiday. Job Cards for completed work should also be scanned and emailed to the respective works managers on a weekly basis. The progress report shall be submitted in the format as indicated below:

ID NUMBER	CURRENT STATUS (IN PROGRESS OR COMPLETED)	DATE COMPLETED OR ESTIMATED COMPLETION DATE	INVOICE AMOUNT OR ESTIMATED AMOUNT	COMMENTS

33. IMPORTANT NOTICE IN TERMS OF THE OHS ACT

In order to correctly evaluate and reconcile this tender document in terms of the Construction Regulations for submission purposes, you are advised to obtain a copy of the following documents.

a) Health and Safety Specification

b) Occupational Health and Safety Act, 1993 (ACT 85 of 1993)

34. TRAINING OF OPERATION STAFF

The bidder shall provide training (if required and when necessary) to operational staff/personnel of the client Department in order for them to acquaint themselves with the operation of the systems. This also includes a set of operating instructions, which shall be mounted in the control rooms in the building and which shall be in a location and of a quality approved by the Regional Representative.

35. DISCLAIMER/EXIT CLAUSE

35.1 Should the appointed contractor not perform or defaults on service delivery within the first month the department reserves the right to terminate 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).

35.2 IN THE ABSENCE OF DOCUMENTS APPLICABLE TO THIS CONTRACT, THE SERVICE PROVIDER IS REQUIRED TO USE THE SANS (South African National Standards) DOCUMENTATION, OHS ACT AND ANY OTHER APPLICABLE STANDARDS.

36. CALL CENTER

The Department has a call centre in place which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contracts in respect of the times frames to react to the required service delivery. The successful Bidder shall comply with these times frames and report close calls (service completed) on a weekly basis as above.

37. EQUIPMENT AND ENVIRONMENT

37.1 All equipment and components installed shall be new, of high quality, the most recent models and suitable for the application. Special attention shall be given to the availability of spare parts and support for at least 5 years

37.2 Ensure that all components are properly protected against possible environmental conditions and tampering.

37.3 Waterproof, anti-dust protection for controls and electronic equipment

37.4 All galvanizing shall be heavy, hot dipped galvanizing suitable for high corrosive areas. Painting and finishes shall also be suitable for high corrosive areas.

37.5 All screws, bolts, supports and other components shall be galvanized, stainless steel or shall be protected by another suitable method against the corrosive environment.

38. EARTHING, BONDING AND LIGHTNING PROTECTION

38.1 The Contractor will be responsible for all earthing and bonding of the equipment supplied under this contract.

38.2 The earthing and bonding of equipment is to carried out strictly as described in the standard specifications and to the satisfaction of the Department.

38.3 All equipment must be guaranteed against lightning damage.

39. DISCLAIMER.

Bidders must make and rely on their own investigations and satisfy themselves as to the correctness of any and all aspects of the bid. The Department will not be liable for any incorrect or potentially misleading information in relation to any part of this document and any accompanying bid documents.

40. BIDDER FINANCIAL STANDING

The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt.

41. THE CATEGORIES OF UNSCHEDULED MAINTENANCE AND THE RESPONSE TIMES ARE: BUT LIMITED TO.

Type of Call	Response Time	Penalties for non-performance
Emergency incident	24 Hours	Termination of Contract, Bidder will be liable for damages and losses incurred as a result of non-performance.
Urgent incident	15 Days	Suspension of work for 30 days. Bidder will be liable for

		damages and losses incurred as a result of non-performance.
Normal incident	30 Days	Suspension of work for 15 days. Bidder will be liable for damages and losses incurred as a result of non-performance.

ANNEXTURE 1 – RESPONSE AND TURNAROUND TIMES

ALERT STATUS AND PRIORITY LEVELS

Purple	1	High priority and escalation required
Red	2	Urgent priority
Amber	3	Medium priority
Green	4	Low priority
Blue	5	No Incident / No action required

TABLE 1- FACILITIES	PRIORITY	RESPONSE TIME	RESOLUTION TIME
COURTS	2	2 hours	8 hours
CORRECTIONAL SERVICES	2	8 hours	24 hours
SOUTH AFRICAN POLICE SERVICES	3	8 hours	24 hours
HOSPITALS, PHARMACIES, SICK BAYS AND RATION STORES	1	2 hours	4 hours
GOVERNMENT OFFICES	3	2 hours	8 hours
PRESTIGE BUILDINGS AND MUSEUMS	1	2 hours	4 hours

Table 1 above indicates the total response and resolution times allowable for maintenance workflows. If these performance requirements are not met, penalties may be applied to service providers

Response time is defined as the time the service provider takes to report on site, from when he/she has been notified of the need for maintenance work. This only applies to reactive and emergency maintenance alerts.

The service provider's first priority from arrival on site is to ensure that the component does not endanger any people on site. Following that, the necessary precautions should be made to ensure that the equipment is closed off, with sufficient and appropriate space for the service provider to conduct the necessary maintenance work.

Resolution Time is the time the service provider has to restore the equipment to safe and optimal working condition. The system time measurement will only cease once the workflow has been closed by a call centre supervisor at a regional or national operations centre.
The work must also have been inspected and approved, before the supervisor can close a work order on the Archibus system.

ANNEXURE 2: AREAS COVERED IN THIS CONTRACT

Cape Town CBD – Core Town: City Hall

Athlone, Bothasig, Diep Rivier, Grassy Park, Hout Bay, Langa, Lentegeur, Manenberg, Milnerton, Muizenberg, Nyanga, Ocean View, Pinelands,Steenberg, Ravensmead.

ANNEXURE 3: SCOPE OF WORK

SCOPE OF WORK

This contract is limited for the maintenance/repairs to HVAC (Heating, Ventilation and Cooling) Systems that is Domestic & Light Commercial air-conditioning plant, Refrigeration Plant and associated equipment during normal working hours as required by the Department within the area mentioned elsewhere.

No scheduled servicing of any installations shall be carried out unless written instruction is received from Regional Representative.

Service/Maintenance/Repairs/ Replacements shall be carried out only upon the Bidder receiving instruction to do so in the manner as described in the Special Conditions of Contract

Heating, ventilation and air-conditioning systems, which include the following covered under this contract shall be deemed to include:

1. Room air-conditioning units with air cooled condensers
2. Split type air-conditioners
3. Computer Room Air-conditioning
4. Central High Volume Air-conditioning Systems
5. Central Heating Systems
6. Package type units
7. BMS Systems
8. Refrigeration Units (Fridges, Coldrooms & Freezers)
9. Refrigeration pipework
10. Fans and attenuators
11. Electric motors
12. Air filters
13. Duct work
14. Air terminals
15. Noise and vibration
16. Painting and cleaning
17. Labelling and identification.
18. Heat Exchangers

No scheduled servicing of any installations shall be carried out unless written instruction is received from Regional Representative.

Service/Maintenance/Repairs shall be carried out only upon the contractor receiving instruction to do so in the manner as described in the Special Conditions of Contract. This will only be in cases where the contractor has the necessary resources and expertise to perform the work required.

All types, makes, sizes and model number of equipment will be included.

All equipment/parts/materials used shall be genuine.

All associated electrical work form part of this contract.

The contractor shall be capable of effecting the necessary repairs and overhauling to the above-mentioned types.

The repairs and scope contained within this tender document is to be carried out by the bidder himself. Specialist sub-contracting is only allowed on the controls/automation such as PLC's and rigging works.