



## DEPARTMENT OF WATER AND SANITATION

**DUE AT 11:00 ON**

**CLOSING DATE: 14 December 2023**

**W 11451**

**APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON TO THE DEPARTMENT OF WATER AND SANITATION HEAD OFFICE BUILDINGS FOR A PERIOD OF 36 MONTHS, CIDB CONTRACTOR GRADING DESIGNATION OF GRADE 3/ME CERTIFICATION OR HIGHER**

**SUBMIT BID DOCUMENTS TO:**

**POSTAL ADDRESS:**

DIRECTOR-GENERAL:  
WATER AND SANITATION  
PRIVATE BAG X313  
PRETORIA, 0001

**OR**

**TO BE DEPOSITED IN:**

THE BID BOX AT THE ENTRANCE  
OF ZWAMADAKA BUILDING  
157 FRANCIS BAARD STREET  
PRETORIA, 0001

Compulsory Briefing Session

Date: 30 November 2023

Time: 12H00pm to 14H00pm

Venue: Department of Water and Sanitation G18 Emanzini Building, 173 Francis Baard Street, Pretoria

BIDDER: (Company Address OR Stamp)



# DEPARTMENT OF WATER AND SANITATION

W11451

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# DEPARTMENT OF WATER AND SANITATION

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## APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON TO THE DEPARTMENT OF WATER AND SANITATION HEAD OFFICE BUILDINGS FOR A PERIOD OF 36 MONTHS CIDB CONTRACTOR GRADING DESIGNATION OF GRADE 3/ME CERTIFICATION OR HIGHER

### T1.1 TENDER NOTICE AND INVITATION TO TENDER

Documents may be downloaded from Department of Water and Sanitation website at [www.dws.gov.za](http://www.dws.gov.za) and from National Treasury website at [www.etenders.gov.za](http://www.etenders.gov.za).

Queries relating to the issue of these documents may be addressed in writing to [dolamow@dws.gov.za](mailto:dolamow@dws.gov.za) (SCM related) and [ramalepek@dwa.gov.za](mailto:ramalepek@dwa.gov.za) (technical related).

A compulsory briefing session with representatives of the Employer will take place at **30 November 2023** starting at **12:00hrs**.

The closing time for receipt of tenders is 11:00hrs on **14 December 2023**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

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



# **DEPARTMENT OF WATER AND SANITATION**

**W11451**

**APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON TO THE DEPARTMENT OF WATER AND SANITATION HEAD OFFICE BUILDINGS FOR A PERIOD OF 36 MONTHS CIDB CONTRACTOR GRADING DESIGNATION OF GRADE 3/ME CERTIFICATION OR HIGHER**

## **T1.2 TENDER DATA**

### **IMPORTANT INFORMATION**

PLEASE READ CAREFULLY THROUGH THE ENTIRE TENDER DOCUMENT BEFORE COMPLETING THE DOCUMENT.

### **INSTRUCTIONS TO BIDDERS**

All recipients of these bid documents, whether they submit a Bid or not, shall treat the details of the documents as PRIVATE AND CONFIDENTIAL.

## THE TENDER

### PART T1: TENDERING PROCEDURES

#### T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Department of Water and Sanitation invites tenders for the rendering of air-conditioning services to the Department of Water and Sanitation Head Office Buildings.

The following tenderers who are registered with the Construction Industry Development Board (CIDB), or are capable of being so registered prior to the evaluation of submissions are eligible to submit tenders:

- Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for rendering of air-conditioning services on behalf of the department of water and sanitation of **CIDB 3/ME certification** or higher.
- Only tenderers that meet all the eligibility criteria under clause C.2.1 of the Tender Data will be considered.

Bid documents will be available on the e-tender website at [www.etenders.gov.za](http://www.etenders.gov.za), the i-tender website at [www.cidb.org.za](http://www.cidb.org.za) and DWS website at [www.dws.gov.za](http://www.dws.gov.za) from **14 November 2023**. Please note that the successful bidder will be expected to sign a Service Level Agreement with the Department **14 December 2023 at 11H00**.

Only Tenders complying with the following requirements will be considered:

- i) The tender is for contractors who shall have a CIDB contractor rating as outlined above
- ii) Tenders submitted on the prescribed Letter of Tender
- iii) Tenders sealed in envelopes conspicuously marked as follows:

**Tender Bid No W11451**

**Department of Water and Sanitation**

**DWS Head Office Tender Office**

Physical address: **157 Zwamadaka Building, Francis Baard Street, Pretoria**

**Bid Box is situated on Ground Floor, DWS Office at the above-mentioned address.**

**Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.**

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

## **IMPORTANT NOTICE**

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

**The bid box is open, 7 days a week.**

**The bid box is located in     Department of Water and Sanitation  
DWS Head Office  
Physical address: 157 Zwamadaka Building, Francis Baard  
Street, Pretoria**

All bids must be submitted on the official forms – (not to be re-typed)

All bidders must sign a security tender register when submitting their tender documents.

Writing must be in block letters and black ink.

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, The General Conditions of Contract (GCC) for Construction Works and any other special conditions of contract specified by DWS.

## **TECHNICAL ENQUIRIES**

Should you require any further information in this regard, please do not hesitate to contact:

**Name: Ms Kgomotso Ramalepe**  
**E-mail: [Ramalepek@dwa.gov.za](mailto:Ramalepek@dwa.gov.za)**

**Or for Bid enquiries**

**Name: Ms Winnie Dolamo**  
**E-mail: [DolamoW@dws.gov.za](mailto:DolamoW@dws.gov.za)**

## T1.2 TENDER DATA

Clause number	Tender Data
	<p>The conditions of tender are the Standard Conditions of Tender (Annex C as published/ amended by CIDB in August 2020) contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 of 08 August 2019. (See <a href="http://www.cidb.org.za">www.cidb.org.za</a>).</p> <p>The standard conditions of tender for procurements make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of tender data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.</p>
C.1.1	The employer is the <b>Department of Water and Sanitation</b>
C.1.2	<p>For this contract, the following documents will be adopted:</p> <p>The <b>single volume</b> procurement document issued by the employer comprises of the following:</p> <p><b>The Tender</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p><b>The Contract</b></p> <p><b>Part C1 - Agreements and Contract data</b></p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>C1.3 – Construction guarantee</p> <p><b>Part C2 - Pricing Data</b></p> <p>C2.1 – Pricing Instructions</p> <p>C2.2 – Bill of Quantities</p> <p><b>Part C3 - Scope of Works</b></p> <p>C3.1 – Description of works</p> <p>C3.2 – Exécution of Repairs</p>
C.1.4	<p>The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer:</p> <p>Address: <b>DWS Head Office Reception</b>  <b>157 Francis Baard Street, Pretoria, 0001</b></p> <p>E-mail: <b><u><a href="mailto:DolamoW@dws.gov.za">DolamoW@dws.gov.za</a></u></b></p>

C.1.5	<b>Cancellation and Re-Invitation of Tenders</b>
C.1.5.1	An employer may, prior to the award of the tender, cancel a tender if- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation; b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.
C.1.5.2	The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
C.1.5.3	An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
C.1.6	<b>Procurement procedures</b>
C.1.6.1	Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
C.1.6.2	<b>Competitive negotiation procedure</b>
C.1.6.2.1	Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
C.1.6.2.2	All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
C.1.6.2.3	At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
C.1.6.2.4	The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.
<b>C.2</b>	<b>Tenderer's obligations</b>
C.2.1	<b>Eligibility</b> Only those tenderers who satisfy the following criteria are eligible to submit tenders: a) CIDB registration Registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, for a ME class of construction work. Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission. Tenders received from such



	<p>tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, are not eligible to have their tenders evaluated.</p> <p>For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.</p>
	<p>Joint Ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>ME class</b> of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019.</p>
C.2.1.1	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <ul style="list-style-type: none"> <li>(a) <b>Knowledge and experience with proven years for air-conditioning services (Company)</b></li> <li>(b) <b>Team Capability and experience</b></li> <li>(c) <b>Project Leader Capability and experience</b></li> <li>(d) <b>Traceable references</b></li> </ul> <p><b>NB: The Project Leader should not be the same person as the Artisan</b></p>
C.2.2	<b>Cost of Tendering</b>
C.2.2.1	The Employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the Employer
C.2.2.2	The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.
C.2.3	<p><b>Check documents.</b></p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p><b>Confidentiality and copyright of documents</b></p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
C.2.6	<p><b>Acknowledge addendum</b></p> <p>Acknowledge receipt of addendum to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
C.2.7	<p><b>Clarification meeting</b></p> <p>Yes</p>

C.2.8	<b>Seek clarification</b> Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.
C.2.9	<b>Insurance</b> Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
C.2.10	<b>Pricing the tender offer</b>
C.2.10.3	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.
C.2.11	<b>Alterations to documents</b> Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
C.2.12	<b>Alternative tender offers</b> No alternative tender offers will be considered
C.2.13	<b>Submitting a tender offer</b>
C.2.13.1	Submit one tender offer only as a single tendering entity to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
C.2.13.2	Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
C.2.13.5	Seal the original copy of the tender offer packages marking the package as " <b>ORIGINAL</b> " Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
C.2.13.6	Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: <b>Title to appear on envelope</b> 1. CONTRACT NO.: <u>W11451</u> ( <b>TECHNICAL PROPOSALS</b> ) <b>The appointment of a contractor to render air-conditioning services to the Department of Water and Sanitation Head Office Buildings for a period of 36 months</b> This envelope must contain the Returnables, SCM Documentation and Relevant Annexures. This envelope must contain <b>printed copies</b> of all the pages in this document, duly completed and signed. For identification purposes, bidders are requested to ensure that the envelope containing the company's bids are clearly marked and are easily identifiable by the company's logo or name.

	<p><b>Location of tender box: Ground Floor of the Department of Water and Sanitation</b></p> <p><b>Physical address: Location of tender box: DWS Head Office</b></p> <p><b>Physical address: 157 Zwamadaka Building, Francis Baard Street, Pretoria, 0001</b></p> <p><b>Identification details: TENDER BOX</b></p>
C.2.13.7	Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
C.2.13.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer.
C.2.14	<p><b>Information and data to be completed in all respects</b></p> <p>Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.</p>
C.2.15	<p><b>Closing time</b></p> <p>The closing time for submission of tender offers is 14 December 2023 at 11H00am</p> <p>The <b>Department of Water and Sanitation</b> is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.</p>
C.2.16	The tender offer validity period is <b>120 days</b> from the closing date.
C.2.17	<p><b>Clarification of tender offer after submission</b></p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
C.2.18.2	The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19	<p><b>Inspections, tests and analysis</b></p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.</p>
C.2.20	<p><b>Submit securities, bonds and policies</b></p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.23	The Tenderer is required to submit with his/her tender all documents and schedules listed under T2.1 and T2.2.
<p><b>Add the following new clause</b></p> <p><b>C2.24</b></p>	<p>Canvassing and obtaining of additional information by tenderers.</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>

<p><b>Add</b> the following new clause C2.25</p>	<p>Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person -</p> <ul style="list-style-type: none"> <li>a) who is in the service of the state; or</li> <li>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> <li>c) a person who is an advisor or consultant contracted with the Department.</li> </ul> <p><b>In the service of the state</b> means to be -</p> <ul style="list-style-type: none"> <li>a) a member of:- <ul style="list-style-type: none"> <li>• any municipal council;</li> <li>• any provincial legislature; or</li> <li>• the National Assembly or the National Council of Provinces;</li> </ul> </li> <li>b) a member of the board of directors of any municipal entity;</li> <li>c) an official of any municipality or municipal entity;</li> <li>d) an employee of any national or provincial department;</li> <li>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>f) a member of the accounting authority of any national or provincial public entity; or</li> <li>g) An employee of Parliament or a provincial legislature.</li> </ul> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
<p><b>C.3</b></p>	<p><b>The employer's undertakings</b></p>
<p>C.3.1</p>	<p><b>Respond to requests from the tenderer</b> The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.</p>
<p>C.3.2</p>	<p><b>Issue Addendum</b> Addendum will be issued until five (5) working days before the tender closing time.</p>
<p>C.3.5</p>	<p>The time and location for opening of the tender offers are: <u>14 December 2023 on Tender Office of the Department of Water and Sanitation, Zwamadaka Building: Head Office</u> Physical address: 157 Francis Baard Street, Pretoria, 0001</p>
<p>C.3.9</p>	<p><b>Arithmetical errors, omissions and discrepancies</b></p>
<p>C.3.9.1</p>	<p>Check the highest ranked tenders or tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ul style="list-style-type: none"> <li>i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.</li> </ul> </li> </ul>
<p>C.3.9.2</p>	<p>The arithmetical errors shall be corrected in the following manner:</p> <ul style="list-style-type: none"> <li>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</li> <li>b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the</li> </ul>

	<p>decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>c) Where there is an error in the total of the prices either as a result of other Corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.</p>																								
C.3.11	<p><b>Functionality, Price and Preference</b></p> <p>The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in 4 stages. Mandatory requirements, Administrative Compliance, Functionality Compliance and Price and Specific goals</p>																								
	<p><b>Stage 1: Mandatory Requirements</b></p> <p>The following mandatory requirements will apply and all bids that do not meet mandatory requirements will be disqualified and will not be evaluated further on functionality criteria</p> <table><tr><th>Criteria</th><th>Yes</th><th>No</th></tr><tr><td>Attendance of compulsory briefing session</td><td></td><td></td></tr><tr><td>Attach Air-conditioning Certificate for the on-site Technician</td><td></td><td></td></tr><tr><td>Attach Certificate or confirmation of registration for Compensation for Occupational Injuries and Diseases Act (COIDA)</td><td></td><td></td></tr><tr><td>Copy of proof of insurance contract which includes public liability taken with a reputable company and that is still active or a provisional acceptance letter, indicating an amount of not less than R1000 000 as the estimated insured amount.</td><td></td><td></td></tr><tr><td>Attach Occupational Health and Safety certificate (OHS)</td><td></td><td></td></tr><tr><td>Minimum CIDB Grade 3/ME certification</td><td></td><td></td></tr><tr><td>Pricing schedule (bill of quantities) to be completed fully</td><td></td><td></td></tr></table>	Criteria	Yes	No	Attendance of compulsory briefing session			Attach Air-conditioning Certificate for the on-site Technician			Attach Certificate or confirmation of registration for Compensation for Occupational Injuries and Diseases Act (COIDA)			Copy of proof of insurance contract which includes public liability taken with a reputable company and that is still active or a provisional acceptance letter, indicating an amount of not less than R1000 000 as the estimated insured amount.			Attach Occupational Health and Safety certificate (OHS)			Minimum CIDB Grade 3/ME certification			Pricing schedule (bill of quantities) to be completed fully		
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<b>Stage 2: Administrative Compliance</b>				
Bidders are required to comply with the following listed below:				
No	Criteria	Yes	No	
1	Companies must be registered with National Treasury's Central Supplier Database must submit CSD report. Provide MAAA number on SBD1			
2	Tax compliant with SARS (to be verified through CSD and SARS). Attach Tax Compliance status PIN page			
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of Bidder's CIPC / CIPRO certificate.			
4	A valid copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit (failure to submit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals)			
5	A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties' insurance registered with Financial Service Board (COIDA).			
6	Initial and sign Tender data section (T1 & T2) and all required documents to be submitted with tender. Initial each page of section C1, C2 and C3 and sign where required.			
7	Letter of appointment of duly authorized person to sign bid. Proof of such authority must be submitted with the bid. If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company, it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid.			
8	<p><b>Evaluation of Local Production and Content</b></p> <p>The stipulated minimum threshold percentage for local production and content for steel products and components for construction as per stipulated by the Department of Trade and Industry (DTi) is applicable.</p> <p>The Declaration made in the Declaration Certificate for local content (Annex C) Local Content Declaration – Summary Schedule will be used for this purpose. If the bid is for more than one product, the local content percentages for each product contained in Declaration C will be used.</p> <p>The DTI has the right to, as and when necessary, requests for auditor's certificates confirming the authenticity the declaration made in respect of local content.</p> <p>Failure to comply with the designated local production and content percentages for any item listed on Annex C, will render your bid non-responsive and will be disqualified.</p> <p>The stipulated minimum threshold percentage for local production and</p>			

	content for steel products and components for construction as per stipulated by the Department of Trade and Industry (DTi) is applicable. Please make yourself aware of the stipulated minimum threshold percentage of the specific item(s) as per the specifications. Annexure C need to be complete and is available on the Department: Trade and Industry website. ( <a href="http://www.thedti.gov.za">www.thedti.gov.za</a> ).		
9	Complete, sign, submit SBD1, SBD3.2, SBD4, SBD6.1		

<p><b>Stage 3: Functional Evaluation</b></p> <p>The Functional Evaluation will be carried out to assess the Bidder's suitability to undertake the project, the Bidder's Company Experience, Current Resource, Current Expertise and project cost will be evaluated.</p> <p>Bidders who fail to obtain a minimum 70% for functionality under stage 3 will not be considered further.</p> <p>DWS shall not be held responsible for incorrect judgement misled by unclear written letters/words on the forms below, to be completed by the Bidder(s). <b>DO NOT COMPLETE THE FORMS BY WRITING "SEE ATTACHED"</b>, Bidder(s) who refer to attachment <b>WILL BE SCORED ZERO</b>. Attachment shall strictly be made where specified and at the correct location, any attachment other than what has been requested by DWS, shall be completely ignored, and scored zero, where points allocation is required.</p> <p>When completing Forms, Bidder(s) may make copies of the original Forms, should the provided forms be inadequate for their completion of the information required. Forms must be hand completed in black ink, no computer regenerated forms will be accepted. Forms must be completed in full, forms not completed in full shall be rejected by scoring zero.</p> <p><b><u>Functional Evaluation Criterion Summary</u></b></p> <p>The maximum points allocation per criterion is summarised in the following table:- The following values/ indicators will be applicable when evaluating functionality:</p> <table border="1"> <thead> <tr> <th>CRITERION</th> <th>POINTS</th> <th></th> </tr> </thead> <tbody> <tr> <td> <b>Health and Safety Officer Capability and experience</b>   Minimum 3 years experience required for Health and Safety Officer  Copies of relevant certificates of qualified Health and Safety officer to be submitted  7 years and above=20  6-below 7 years=15  5 -below 6 years=10  3 to below 5 years experienced=5  Below 3 years=0 </td> <td>20</td> <td></td> </tr> <tr> <td> <b>Technical Capability and experience(Artisan)</b>   Minimum 3 years experience required for Artisans  Copies of relevant certificates of qualified artisans and Trade test certificates to be submitted  7 years and above=20  6-below 7 years=15  5 -below 6 years=10  3 to below 5 years experienced=5  Below 3 years=0 </td> <td>20</td> <td></td> </tr> </tbody> </table>				CRITERION	POINTS		<b>Health and Safety Officer Capability and experience</b>  Minimum 3 years experience required for Health and Safety Officer Copies of relevant certificates of qualified Health and Safety officer to be submitted 7 years and above=20 6-below 7 years=15 5 -below 6 years=10 3 to below 5 years experienced=5 Below 3 years=0	20		<b>Technical Capability and experience(Artisan)</b>  Minimum 3 years experience required for Artisans Copies of relevant certificates of qualified artisans and Trade test certificates to be submitted 7 years and above=20 6-below 7 years=15 5 -below 6 years=10 3 to below 5 years experienced=5 Below 3 years=0	20	
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	<p><b>Project leader Capability and experience</b></p> <p>Minimum 3 years experience required for Project leader in air-conditioning services Copy of a relevant Project Management certificate/Built Environment/Trade certificates to be submitted 7 years and above=20 6-below 7 years=15 5 -below 6 years=10 3 to below 5 years experienced=5 Below 3 years=0</p> <p><b>Traceable reference</b></p> <p>a) Attach traceable references(in the last 10 years) in air-conditioning services. More than 5 similar projects successfully completed with reference letters=40 5 similar projects successfully completed with reference letters=35 4 similar projects successfully completed with reference letters=30 3 similar projects successfully completed with reference letters=25 2 similar projects successfully completed with reference letters=20 Less than 2 similar projects successfully completed with reference letters=0</p> <p style="text-align: center;"><b>TOTAL POINTS</b></p>	<p>20</p> <p>40</p> <p><b>100</b></p>	
	<p><b>Bidders who fail to obtain a minimum 70% for functionality under stage 3 will not be considered further.</b></p> <p>Bidders are requested to provide evidence of complying with these Functional Criteria by completing the relevant forms in the bid document (Forms) as well supplying completion certificates for completed projects as proof. Failure to supply completion certificates/reference letters as required will mean that the project will not be contributing towards experience of the company and bidders will lose points on this criterion, under completed projects.</p> <p><b>Stage 4: Price and Specific Goals</b></p> <p>The procedure for the evaluation of responsive tenders is Method 2 where the tender is evaluated in terms of price and Specific Goals. The 80/20 Preference points system will be used, with a maximum of 80 is allocated for price on the following basis:</p> $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>Ps = Points scored for price of bid under consideration Pt = Price of bid under consideration Pmin = Price of lowest acceptable bid</p> <p>In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:</p>		



#### PHASE 4: THE 80/20 POINTS AWARDED FOR PRICE AND B-BBEE STATUS LEVEL OF CONTRIBUTION

The 80/20 Preferential Procurement System will be used in evaluating these bids:

Evaluation element	Weighting (Points)
B-BBEE	20
PRICE	80
<b>Total</b>	<b>100</b>

#### Specific goals for the tender and points claimed

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise Gauteng	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
<b>TOTAL POINTS FOR SPECIFIC GOALS</b>	<b>20</b>

#### Documents required for verification of Tenderer claimed points

Specific Goal	Requires Proof Documents
Women Ownership	Full CSD Report
Disability Ownership	Full CSD Report
Youth Ownership	Full CSD Report
Location of enterprise – Gauteng	Full CSD Report
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	<ul style="list-style-type: none"> <li>Valid B-BBEE certificate/sworn affidavit</li> <li>Consolidated B-BBEE certificate in cases of Joint Ventures</li> <li>Full CSD Report</li> </ul>

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

**“Specific goals”** means specific goals as contemplated in section 2(1)(d) of the PPPFA Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction of Development Programme as published in *Government Gazette* No. 16085 date 23 November 1994.

**“Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.

**"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

- A blind person (in terms of the Blind Persons Act, 1968 (Act no.26 of 1968));
- A deaf person, whose hearing is impaired to such an extent that he/she cannot use it as a primary means of communication.

	<p>iii. A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place or another;</p> <p>iv. A person who requires an artificial limb; or</p> <p>v. A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act no. 18 of 1973)).</p> <p><b>"Youth"</b> means, in respect of a person younger than 35 years of age.</p> <p><b>"Location of enterprise"</b> Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.</p> <p><b>The definition and measurement of the goals above is as follows:</b></p> <p><b>Women, disability and youth:</b></p> <p>This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.</p>
C.3.13.1	<p>Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>b) the bidder or any of its directors is not listed in the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>c) the bidder has not: <ul style="list-style-type: none"> <li>i. abused the Employer's Supply Chain Management System; or</li> <li>ii. failed to perform on any previous contract and has been given a written notice to this effect.</li> </ul> </li> <li>d) Has completed the Compulsory Enterprise Questionnaire, SBD4, and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process</li> </ul> <p>Has submitted the documentation listed in T2.21 and T2.22</p>
C.3.18	<p><b>The number of paper copies of the signed contract to be provided by the employer is ONE.</b></p>



## **DEPARTMENT OF WATER AND SANITATION**

**W11451**

**APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON TO THE DEPARTMENT OF WATER AND SANITATION HEAD OFFICE BUILDINGS FOR A PERIOD OF 36 MONTHS CIDB CONTRACTOR GRADING DESIGNATION OF GRADE 3/ME CERTIFICATION OR HIGHER**

### **T2: RETURNABLE DOCUMENTS AND SCHEDULES**

#### **CONTENTS**

**T2.1: LIST OF RETURNABLE DOCUMENTS AND SCHEDULES**

**T2.2 RETURNABLE DOCUMENTS AND SCHEDULES**

## PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

### T2.1 LIST OF RETURNABLE DOCUMENTS

The following documents must be returned by the Bidder for evaluation purposes in addition to the Schedule listed in previous paragraphs.

THE FOLLOWING DOCUMENTS MUST BE FURNISHED		YES	NO
SBD 1	SBD 1: Invitation to Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
SBD 3.2	SBD 3.2: Bill of Quantities – Non - Firm Price (Priced and extended Provisional Bill of Quantities - Part C2.2)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
SBD 4	SBD 4: Declaration of Interest	Yes <input type="checkbox"/>	No <input type="checkbox"/>
SBD 6.1	SBD 6.1: Preference Points Claim Form: General Conditions and Definitions	Yes <input type="checkbox"/>	No <input type="checkbox"/>
FORM A	Certificate of attendance at a compulsory Briefing Session	Yes <input type="checkbox"/>	No <input type="checkbox"/>
FORM B	Record of Addendum to Tender Documents	Yes <input type="checkbox"/>	No <input type="checkbox"/>
FORM C	Compulsory Declaration	Yes <input type="checkbox"/>	No <input type="checkbox"/>
FORM D	Certificate Authority of Signatory	Yes <input type="checkbox"/>	No <input type="checkbox"/>
FORM E	OHS Act Declaration and Submission	Yes <input type="checkbox"/>	No <input type="checkbox"/>
FORM F	Pro Forma Form of Offer and Acceptance (Part C1.1)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
FORM G	Contract Data (Part C1.2)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
ANNEXURE A	Preferencing Schedule for Broad Based Black Economic Empowerment Status (together with original or certified copy of B-BBEE certificate)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
ANNEXURE B	Tax Clearance Certificate or SARS Pin issued by the South African Revenue Services.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
ANNEXURE C	Central Supplier Database (CSD) proof of registration containing MAAA number	Yes <input type="checkbox"/>	No <input type="checkbox"/>
ANNEXURE D	A certified copy of Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
ANNEXURE E	Letter of good standing from COIDA	Yes <input type="checkbox"/>	No <input type="checkbox"/>
ANNEXURE F	Schedule of Bidder's Experience	Yes <input type="checkbox"/>	No <input type="checkbox"/>
ANNEXURE G	Completed Projects		
ANNEXURE H	Experience of Nominated Personnel	Yes <input type="checkbox"/>	No <input type="checkbox"/>



## **T2.2 RETURNABLE DOCUMENTS AND SCHEDULES**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF WATER AND SANITATION)</b>					
BID NUMBER:	W11451	CLOSING DATE:	14 December 2023	CLOSING TIME:	11:00 am
DESCRIPTION	Appointment of a contractor to render air-conditioning services to the Department of Water and Sanitation Head Office Buildings for a period of 36 months, CIDB contractor grading designation of grade 3/ME certification or higher				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
BID BOX AT THE ENTRANCE					
157 ZWAMADAKA BUILDING;					
FRANCIS BAARD STREET					
PRETORIA; 0001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms Winnie Dolamo		CONTACT PERSON	Ms Kgomotso Ramalepe	
TELEPHONE NUMBER	012 336 8974		TELEPHONE NUMBER	012 336 7330	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Dolamow@dws.gov.za		E-MAIL ADDRESS	Ramalepek@dwa.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
1.10.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		1.10.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## **SBD 3.2    PRICING SCHEDULE**

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

SBD 3.2 is in section – Contract C2, under C2.2

Complete this document and place back into bid at C2.2



## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of his 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<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

- 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**

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<sup>1</sup> 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.

2.3.1 If so, furnish particulars:

Name of company related to	CSD Registration number of the company related to

### 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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
Position Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	5	
People with disability	5	
Youth (35 and below)	5	
Location of enterprise (Gauteng)	2	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3	
<b>Total points for SPECIFIC GOALS</b>	<b>20</b>	

#### **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.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....
	.....



## FORM A    CERTIFICATE OF ATTENDANCE AT COMPULSORY BRIEFING SESSION

This is to certify that (*Company Name*) , .....

duly authorised the undersigned, to represented on behalf of respondent, , confirms that the following full-time employee who is engaged in the preparation of tender submission attended the compulsory clarification meeting and signed the attendance register:

of (Duly authorize person name and surname) .....

duly authorized persons ID number: .....

Job Description: .....

Telephone number: .....

Email Address .....

Company Address: .....

I acknowledge that the purpose of the meeting was to acquaint myself with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me to take account of everything necessary when compiling our rates and prices included in the tender.

Having previously studied the documents, I carefully examined the site. I have made myself familiar with all the requirements likely to influence the work and the cost thereof.

I further certify that I am satisfied with the description of the work and the explanations given by the Department of Water and Sanitation Representative, and I understand perfectly the work to be done, as specified and implied, in the execution of this Contract.

Signed

Date & Time

Name

Position

**ATTENDANCE OF THE ABOVE PERSON AT THE MEETING IS CONFIRMED BY THE EMPLOYER'S REPRESENTATIVE, NAMELY:**

Name: .. Signature: ..

Capacity: .. Date and Time: ..



## FORM B RECORD OF ADDENDUM TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer



## FORM C COMPULSORY DECLARATION

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

### Section 1: Enterprise Details

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

### Section 2: Particulars of companies and close corporations

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

### Section 3: SARS Information

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

### Section 4: CIDB registration number

<b>CIDB Registration number</b> <i>(if applicable)</i>	
--	--

### Section 5: National Treasury Central Supplier Database

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

### Section 6: Particulars of principals

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

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary



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

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

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

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

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

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

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

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

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

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

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



Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

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

#### Section 10: Declaration

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

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

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that Tenderers avoid conflicts of interest, only submit a tender offer if the Tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any Tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires Tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.



NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Signed	Date
Name .....	Position .....
Tenderer .....	.....
.....	



## FORM D CERTIFICATE AUTHORITY OF SIGNATORY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category. Delete whichever is inapplicable.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
--------------	------------------	--------------------	----------------------	------------------------

### A. CERTIFICATE FOR COMPANY

I, ....., chairperson of the board of directors of  
.....,

hereby confirm that by resolution of the board taken on ..... 20.....

Mr/Ms....., acting in the capacity

of ....., was authorised to sign all documents in connection with this tender for

Contract reference number ..... and any contract resulting from it

on behalf of the company.

As witnesses:-

1. ....  
Witness Chairman

2. ....  
Witness Date



**B. CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as

.....

hereby authorise Mr/Ms .....,

acting in the capacity of ..... to sign

all documents in connection with the tender for Contract reference number .....

and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**NOTE:** This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.





### **C. CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ....., authorised signatory of the company ....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract reference number..... and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>AUTHORIZING SIGNATURE, NAME &amp; CAPACITY</b>
Lead Partner		
Partner 1		
Partner 2		
Partner 3		
Partner 4		



**D. CERTIFICATE FOR SOLE PROPRIETOR.**

I, ..... hereby confirm that I am the sole owner of  
the business trading as .....

As witnesses:-

1. ....	.....
Witness	Signature: Sole owner
2. ....	.....
Witness	Date



## **E. CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key partners in the business trading as

.....  
.....

hereby authorise Mr/Ms .....,

acting in the capacity of ..... to sign

all documents in connection with the tender for Contract reference number .....

and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**NOTE:** This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.



## FORM E OHS ACT DECLARATION AND SUBMISSION

The Bidder declares him/herself/herself to be conversant with the following:

1. All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of the Act:
  - i) Section 8: General duties of Employers to their employees
  - ii) Section 9: General duties of Employers and self-employed persons to persons other than employees.
  - iii) Section 13: Duty to Inform
  - iv) Section 37: Acts or omissions by employees or mandatories
  - v) Sub-section 37(2) relating to the purpose and meaning of this Agreement
2. Construction Regulations, 2014 (Government Notice R.84) pertaining to the Contractor and to all his Subcontractors, or any amendments thereto.
3. The Bidder declares that he has or will obtain the necessary knowledge, competence and resources to comply fully with all OHS requirements should he be awarded the contract.
4. The Bidder confirms that he has included with his bid a written proposal describing how he will comply with OHS requirements

Signature\_\_\_\_\_

Date\_\_\_\_\_

Name \_\_\_\_\_

Capacity\_\_\_\_\_

Bidder \_\_\_\_\_



## ANNEXURE A B – BBEE STATUS VERIFICATION CERTIFICATE

### Preferencing schedule: Broad Based Black Economic Empowerment Status

#### Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that “Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy.”

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

#### 1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

#### 2 Sufficient evidence of qualification

##### 2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is a :

- a) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see [www.thedti.gov.za/gazettes/Affidavit\\_EME.pdf](http://www.thedti.gov.za/gazettes/Affidavit_EME.pdf))

##### 2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) A valid copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS), **or**,  
b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see [www.thedti.gov.za/gazettes/BBEE\\_QUALIFYING\\_SMALL\\_ENTERPRISE.pdf](http://www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf))

#### 3 Declaration

The Tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions  
b) the tendering entity has been measured in terms of the following code (*tick applicable box*)

☐ Generic code of good practice

☐ Other – specify . . . . .

- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the Tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the Tenderer satisfies the conditions pertaining to the granting of tender preferences.



Signature : .....

Name : .....

Duly authorised to sign on behalf of : .....

Telephone : .....

Fax: ..... Date : .....

Name of witness ..... Signature of witness .....

**Note:** 1) Failure to complete the declaration will lead to the rejection of a claim for a preference

- 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

**NOTE: ATTACHED TOGETHER WITH PREFERENCING SCHEDULE THE FOLLOWING:**

Attached B-BBEE Status level in original or certified copy of B-BBEE certificate issued in accordance with the revised Notice of Clarification published in the Notice 44 of 2015 published in Government Gazette 38799 on 15 May 2015 by the Department of Trade and Industry.

Attached hereto this page is my / our B-BBEE Status Level verification Certificate/s. My failure to submit the certificate/s with my / our tender document may result in the award of 0 (zero) points for specific goals.

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....



## ANNEXURE B TAX COMPLIANCE STATUS PIN PAGE

### CONTRACTOR'S TAX COMPLIANCE STATUS PIN PAGE

Attached to this page: A valid copy of valid Tax Compliance Status pin page ( to be confirmed/verified through SARS).

Attached hereto this page is my / our copy of valid tax compliance status pin page. My / our failure to submit the status pin page with my / our tender document and also to maintain a Tax compliance status on CSD during the tendering period may lead to the conclusion that I am / we are not eligible to be awarded this tender.

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....



## **ANNEXURE C CENTRAL SUPPLIER DATABASE REPORT**

### **CONTRACTOR'S CENTRAL SUPPLIER DATABASE (CSD) PROOF OF REGISTRATION**

Attached to this page: Central Supplier Database (CSD) proof of registration containing MAAA number (Report).

Attached hereto this page is my / our Proof of Registration with National Treasury's Central Supplier Database (CSD).

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....





## ANNEXURE D CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)

### CONTRACTOR'S CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) PROOF OF REGISTRATION

1. Attach original or certified copy of CIDB registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) parties must each attach original or certified copy of their CIDB registration certificate.

Firm	CRS Number	CIDB Grading	Lead Partner (Indicate with X)
<b>Combined CIDB Grading for Joint Venture / Consortium:</b>			

(Calculator is available at <https://registers.cidb.org.za/common/jvcalc.asp> )

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

Person authorized to sign the bid:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Attached hereto this page is my / our Proof of CIDB active registration certificate.

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....



## **ANNEXURE E LETTER OF GOOD STANDING FROM COIDA**

### **CONTRACTOR'S LETTER OF GOOD STANDING FROM COIDA**

Attached to this page: A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties' insurance registered with Financial Service Board

Attached hereto this page is my / our Letter of Good Standing from COIDA.

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....



## ANNEXURE F SCHEDULE OF BIDDER'S EXPERIENCE IN AIR-CONDITIONING PROJECTS

DWS shall not be held responsible for incorrect judgement misled by unclear written letters/words on the forms below, to be completed by the Bidder(s). **DO NOT COMPLETE THE FORMS BY WRITING "SEE ATTACHED"**, Bidder(s) who refer to attachment will be scored zero. Attachment shall strictly be made where specified and at the correct location, any attachment other than what has been requested by DWS, shall be completely ignored, and scored zero, where points allocation is required.

When completing Forms/ Annexures, Bidder(s) may make copies of the original Forms/ Annexures, should the provided forms be inadequate for their completion of the information required. Forms/ Annexures must be hand completed in black ink, no computer regenerated forms will be accepted. Forms/ Annexures must be completed in full, forms not completed in full shall be rejected by scoring zero.

- i) In order to qualify for maximum points, the bidder's Contractor must have completed construction of ***more than one (5) air-conditioning related project***
- ii) Main contractor must have a CIDB contractor grading designation of CIDB 3/ME certification or higher.

No	Company name	Reference Person Name, Tel and/or email	Project Scope of work	Value of the project/contract	Start and end-date of project/contract
1					
2					
3					
4					
5					

NAME OF BIDDER: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_

DATE: \_\_\_\_\_



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

## ANNEXURE G: COMPLETED PROJECTS (to be completed for each individual project)

<b>Name of Bidder</b>	
<b>PROJECT No. 1</b>	
Project Name	
Nature of Project	
Client (Responsible for supervision)	
Client Contact person	
Clients Contact Person (name, tel/Cell no and fax no)	
Clients Contact Person (email address)	
Consulting Engineer (name, tel no and fax no)	
Appointment Value	
Project Location (Province)	
Project Duration(months)	
Project Commencement Date (months/year)	
Is the Project Completed (Yes/No)	
Completion certificate attached (Yes or No)	
Estimated Completion Date (If not yet Completed)	
Completion Date (If Completed) (months/year)	
Main Contractor (Yes/No)	



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER  
SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

<b>Name of Bidder</b>	
<b>PROJECT No. 2</b>	
Project Name	
Nature of Project	
Client (Responsible for supervision)	
Client Contact person	
Clients Contact Person (name, tel/Cell no and fax no)	
Clients Contact Person (email address)	
Consulting Engineer (name, tel no and fax no)	
Appointment Value	
Project Location (Province)	
Project Duration(months)	
Project Commencement Date (months/year)	
Is the Project Completed (Yes/No)	
Completion certificate attached (Yes or No)	
Estimated Completion Date (If not yet Completed)	
Completion Date (If Completed) (months/year)	
Main Contractor (Yes/No)	



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER  
SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

<b>Name of Bidder</b>	
<b>PROJECT No. 3</b>	
Project Name	
Nature of Project	
Client (Responsible for supervision)	
Client Contact person	
Clients Contact Person (name, tel/Cell no and fax no)	
Clients Contact Person (email address)	
Consulting Engineer (name, tel no and fax no)	
Appointment Value	
Project Location (Province)	
Project Duration(months)	
Project Commencement Date (months/year)	
Is the Project Completed (Yes/No)	
Completion certificate attached (Yes or No)	
Estimated Completion Date (If not yet Completed)	
Completion Date (If Completed) (months/year)	
Main Contractor (Yes/No)	



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER  
SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

<b>Name of Bidder</b>	
<b>PROJECT No. 4</b>	
Project Name	
Nature of Project	
Client (Responsible for supervision)	
Client Contact person	
Clients Contact Person (name, tel/Cell no and fax no)	
Clients Contact Person (email address)	
Consulting Engineer (name, tel no and fax no)	
Appointment Value	
Project Location (Province)	
Project Duration(months)	
Project Commencement Date (months/year)	
Is the Project Completed (Yes/No)	
Completion certificate attached (Yes or No)	
Estimated Completion Date (If not yet Completed)	
Completion Date (If Completed) (months/year)	
Main Contractor (Yes/No)	



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER  
SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

<b>Name of Bidder</b>	
<b>PROJECT No. 5</b>	
Project Name	
Nature of Project	
Client (Responsible for supervision)	
Client Contact person	
Clients Contact Person (name, tel/Cell no and fax no)	
Clients Contact Person (email address)	
Consulting Engineer (name, tel no and fax no)	
Appointment Value	
Project Location (Province)	
Project Duration(months)	
Project Commencement Date (months/year)	
Is the Project Completed (Yes/No)	
Completion certificate attached (Yes or No)	
Estimated Completion Date (If not yet Completed)	
Completion Date (If Completed) (months/year)	
Main Contractor (Yes/No)	





## ANNEXURE H: EXPERIENCE OF NOMINATED PERSONNEL

Bidders must have in their full time employment an experienced Project leader who has previously worked on Air-conditioning projects The information will be verified with the references provided. The bidder must have in its employment a:-

- i) Project Leader with 3 years' experience in site management of air-conditioning services projects,  
in order to score minimum points.

### NB:

One individual may not be nominated for more than one role or position for this bid. If an individual is nominated for more than one role then the points will only be allocated for one of the roles and the bidder will score zero on any other role.

It is **mandatory** to complete all fields in Form L for each project listed as this information will be deemed to be material to the award of the Contract. Failure to complete all fields for the project listed may lead to the bidder losing points during functional evaluation under the categories "Project Leader or OHS Officer or Agent". Should the bidder choose to present the required information in the attachments, then the bidder must **COMPLETE Annexure (H) FIRST and then** make a clear reference to such attachments so that they may be considered; and such attachments must provide the same information requested for in Annexure (H).



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

**TYPICAL ANNEXURES TO BE COMPLETED BY THE BIDDERS**

- Annexure H (i) Artisan
- Annexure H (ii) Project Leader
- Annexure H (iii) Health and Safety Officer

**Annexure H (i) Artisan**

Post	Name	Qualifications(Trade test certificate)	Experience in years
<b>Artisan</b>			

Bidders are required to submit as attachments after this page, the certified copies of qualifications of the Project Leader.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

Bidder \_\_\_\_\_



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

The Bidder must note that repeating the same year under different project will still be considered as one year's experience.

• **Annexure H (ii) Project Leader**

<b>(a) PROJECT LEADER</b>		
Name and Surname		
Experience in years' experience as Project Leader		
Qualification/s		
<b>EXPERIENCE AS PROJECT LEADER IN MANAGEMENT OF AIR-CONDITIONING SERVICES PROJECTS.</b>		
<b>YEAR of Experience as Project Leader</b>	<b>Year 1 (.....) (e.g.2019 etc)</b>	<b>Year 2 (.....) (e.g.2018).</b>
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person ( <b>name, tel/Cell no and fax no</b> )		
Clients Contact Person (email address)		
Consulting Engineer ( <b>name, tel no and fax no</b> )		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		



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SANITION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

(a) PROJECT LEADER		
<b>Roles/Responsibilities</b> performed by the Bidder on the project:		



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

<b>(b) PROJECT LEADER</b>		
Name and Surname		
Experience in years' experience as Project Leader		
Qualification/s		
<b>EXPERIENCE AS PROJECT LEADER IN MANAGEMENT OF AIR-CONDITIONING SERVICES PROJECTS.</b>		
<b>YEAR of Experience as Project Leader</b>	<b>Year 3 (.....) (e.g.2017 etc)</b>	<b>Year 4 (.....) (e.g.2016).</b>
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person ( <b>name, tel/Cell no and fax no</b> )		
Clients Contact Person (email address)		
Consulting Engineer ( <b>name, tel no and fax no</b> )		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		



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(b) PROJECT LEADER		
<b>Roles/Responsibilities</b> performed by the Bidder on the project:		



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

<b>(c) PROJECT LEADER</b>		
Name and Surname		
Experience in years' experience as Project Leader		
Qualification/s		
<b>EXPERIENCE AS PROJECT LEADER IN MANAGEMENT OF AIR-CONDITIONING SERVICES PROJECTS.</b>		
<b>YEAR of Experience as Project Leader</b>	<b>Year 5 (.....) (e.g.2015 etc)</b>	<b>Year 6 (.....) (e.g.2014).</b>
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person ( <b>name, tel/Cell no and fax no</b> )		
Clients Contact Person (email address)		
Consulting Engineer ( <b>name, tel no and fax no</b> )		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER  
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<b>(c) PROJECT LEADER</b>		
<b>Roles/Responsibilities</b> performed by the Bidder on the project:		

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Capacity: \_\_\_\_\_

Bidder: \_\_\_\_\_

• **Annexure H (iii) Health and Safety Officer**

Post	Name	Qualifications (Copies of relevant certificates of qualified Health and Safety officer to be submitted)	Experience in years
<b>Health and Safety Officer</b>			

Bidders are required to submit as attachments after this page, the certified copies of qualifications of the Project Leader.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Capacity \_\_\_\_\_

Bidder \_\_\_\_\_





THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS



## **DEPARTMENT OF WATER AND SANITATION**

**W11451**

**APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES TO THE DEPARTMENT OF WATER AND SANITATION HEAD OFFICE BUILDINGS FOR A PERIOD OF 36 MONTHS, CIDB CONTRACTOR GRADING DESIGNATION OF GRADE 3/ME CERTIFICATION OR HIGHER**

### **C1: CONTRACT DATA**

#### **CONTENTS**

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

##### **C.1.2 CONTRACT DATA**

###### **C 1.2.1 GENERAL CONDITIONS OF CONTRACT**



## FORM F PRO FORMA FORM OF OFFER AND ACCEPTANCE

### PART C1: AGREEMENT AND CONTRACT DATA

#### C1.1: FORM OF OFFER AND ACCEPTANCE

##### Offer

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

#### **TENDER TO RENDER AIR-CONDITIONING SERVICES – HEAD OFFICE BUILDINGS**

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

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

#### **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

Rand. ....

.

..... (in words);

R ..... (in figures)

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

Signature(s) .....

Name(s) .....

Capacity .....



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER  
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**for the tenderer**

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

.....

Name and signature of witness ..... Date .....

**Acceptance**

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

The terms of the contract are contained in:

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

Part C2: Pricing data

Part C3: Scope of work

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

The tenderer shall within 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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s) .....



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER  
SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

Name(s) .....

Capacity .....

**for the Employer**

Name and .....

signature of witness .....

Date .....

**Schedule of Deviations**

**Notes:**

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of Agreements reached during the process of offer and acceptance, the outcome of such Agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above Agreements and recorded here, shall also be incorporated into the final draft of the Contract,

1 Subject .....  
 Details .....  
 .....  
 .....  
 .....

2 Subject .....  
 Details .....  
 .....  
 .....  
 .....

3 Subject .....  
 Details .....  
 .....  
 .....  
 .....

4 Subject .....  
 Details .....  
 .....  
 .....  
 .....



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER  
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By the duly authorised representatives signing this Schedule of Deviations, 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 change 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.

**FOR THE TENDERER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of organisation]*

Name and  
signature of  
witness

\_\_\_\_\_

Date \_\_\_\_\_

**FOR THE EMPLOYER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of organisation]*

Name and  
signature of  
witness

\_\_\_\_\_

Date \_\_\_\_\_



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER  
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## CONFIRMATION OF RECEIPT

The Tenderer (now Contractor), identified in the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The ..... *[day]*

of ..... *[month]*

20 ..... *[year]*

at ..... *[place]*

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness: .....

Signature

.....

Name



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER  
SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

## FORM G CONTRACT DATA

Contract data is in section – Contract C1, under C1.2

Complete this document and place back into bid at C1.2

### C1.2 CONTRACT DATA

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES TO THE DEPARTMENT OF WATER AND SANITATION HEAD OFFICE BUILDINGS FOR A PERIOD OF 36 MONTHS, CIDB CONTRACTOR GRADING DESIGNATION OF GRADE 3/ME CERTIFICATION OR HIGHER</b>
<b>CONTRACT NO:</b>	
<b>C.1.2 Contract Data</b>	
<p>The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from <a href="http://www.saice.org.za">www.saice.org.za</a>.</p> <p>The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p>	
<b>Part 1: Data provided by the Employer</b>	
<b>Clause</b>	<b>Data</b>
1.1.1.14	<p><b>Clause 1.1.1.14: Due Completion Date</b></p> <p>The time for the contract is 36 months from the Commencement Date</p>
1.1.1.15	The name of the Employer is <b>Department of Water and Sanitation</b> , represented by Ms Kgomo tso Ramalepe and/or such persons or person duly authorised to be the Employer in writing.
1.1.1.26	The Pricing Strategy is a bill of quantities
1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <p><b>Delivery Address:</b>  <b>Attention:</b> Supply Chain Manager: Supply Chain Management  <b>Department of Water and Sanitation</b>  <b>157 Francis Baard Street</b>  <b>Pretoria 0001</b></p>



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

2.4.1	<p>“in the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows:</p> <ul style="list-style-type: none"> <li>• The form of offer and acceptance</li> <li>• Contract forms</li> <li>• The contract data</li> <li>• General conditions of contract (GCC 2015)</li> <li>• Scope of Work</li> <li>• SANS 1200 Standardised Specifications</li> <li>• Bill of quantities</li> <li>• The returnable schedules</li> </ul>
3.1.3	<p>The Contractor shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: GCC 2015 3rd Edition</p> <ol style="list-style-type: none"> <li>1. Clause 5.8.1 Non-working times</li> <li>2. Clause 5.11.1 Suspension of the Works</li> <li>3. Clause 5.12.1 Approval of any extension of time for completion</li> <li>4. Clause 5.12.4 Acceleration of progress instead of extension of time</li> <li>5. Clause 5.13.2 Reduction of a penalty for delay</li> <li>6. Clause 6.3.2 The issuing of variation orders</li> <li>7. Clause 6.8.4 The determination of additional or reduced cost arising from changes in the legislation</li> <li>8. Clause 6.11 The agreeing of the adjustment of the sums for general items</li> <li>9. Clause 10.1.5 The giving of a ruling on a Contractor's claim</li> </ol>
4.3.3	<p>“The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health &amp; Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as ‘the Act’) that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:</p> <ol style="list-style-type: none"> <li>a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;</li> <li>b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with;</li> <li>c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations,</li> </ol>





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	<p>and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations;</p> <p>d) The Contractor agrees that any duly authorised official of the Employer shall be entitled to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor;</p> <p>e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge;</p>
5.3.1	<p><b>Clause 5.3.1: Commencement of the Works</b></p> <p>The documentation required before commencement with Works execution are:</p> <p>a) Health and Safety Plan (Refer to Clause 4.3)</p> <p>b) Initial programme (Refer to Clause 5.6)</p> <p>c) Security (Refer to Clause 6.2)</p> <p>d) Insurance (Refer to Clause 8.6)</p>
5.3.2	<p><b>Clause 5.3.2: Timeframe to deliver documentation</b></p> <p>The time to submit the documentation required before commencement with Works execution is <b>fourteen (14) days</b>.</p>
5.4.4	<p>"The Contractor shall bear all costs and charges for special and temporary rights of way required by him/her in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him/her for the purposes of the Works."</p>
5.8.1	<p><b>Clause 5.8.1: Non-Working Times</b></p> <p>The non-working days are Saturdays and Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>1. All gazetted public holidays falling outside the year end break.</li> </ol>



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

	2. The year-end break commencing on 14 December and ending on 7 January (Provisional).																								
5.12.2.	<p><b>Clause 5.12.2.: Some reasons for extension of time</b></p> <p><b>Clause 5.12.2.2: Abnormal climatic conditions.</b></p> <p><i>Add the following:</i></p> <p>Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).</p> <p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that clause.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.</p> <table><tr><td>January</td><td>4 days</td><td>May</td><td>2 days</td><td>September</td><td>2 days</td></tr><tr><td>February</td><td>4 days</td><td>June</td><td>2 days</td><td>October</td><td>2 days</td></tr><tr><td>March</td><td>2 days</td><td>July</td><td>2 days</td><td>November</td><td>4 days</td></tr><tr><td>April</td><td>2 days</td><td>August</td><td>2 days</td><td>December</td><td>4 days</td></tr></table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained. Rainfall of less than 2mm between 7am and 5pm shall not be deemed to be an inclement weather day.</p>	January	4 days	May	2 days	September	2 days	February	4 days	June	2 days	October	2 days	March	2 days	July	2 days	November	4 days	April	2 days	August	2 days	December	4 days
January	4 days	May	2 days	September	2 days																				
February	4 days	June	2 days	October	2 days																				
March	2 days	July	2 days	November	4 days																				
April	2 days	August	2 days	December	4 days																				



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

5.13.1	<p><b>Clause 5.13.1: Penalty for Delay</b></p> <p>The penalty for failing to complete the Works will be charges per day based on the loss suffered due to delays up to a limit of 7 normal working day, upon which automatic termination will be effected by the Employer.</p>
6.8.2	<p><b>Clause 6.8.2: Contract Price Adjustment</b></p> <p>The Contract Price Adjustment <b>is not</b> applicable in this contract.</p>
6.8.3	<p><b>Clause 6.8.3: Variation in Cost of Special Materials</b></p> <p>Price adjustments for variations in the costs of special materials are not allowed</p>
6.10.1.5	<p><b>Clause 6.10.1.5: Interim Payments - Materials on Site</b></p> <p>No percentage advance on materials on site but not yet built into the Permanent Works is allowed for, or will be paid.</p>
6.10.4	<p><b>Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate</b></p> <p><i>Add the following to clause 6.10.4:</i></p> <p>Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.</p>
8.6.1.1.2	<p><b>Clause 8.6.1.1.2: Insurance</b></p> <p>The value of the materials supplied by the Employer to be included in the insurance sum is -Nil.</p>
8.6.1.1.3	<p><b>Clause 8.6.1.1.3: Insurance</b></p> <p>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is Nil.</p>
8.6.1.3	<p><b>Clause 8.6.1.3: Insurance</b></p> <p>The limit of indemnity for liability insurance is R 1 000 000 million for any single claim – the number of claims to be unlimited during the construction.</p>
8.6.1.5	<p><b>Clause 8.6.1.5: Additional Insurance</b></p> <p>Additional Insurance is required for the following:</p>



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

	a) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
9.2.1.3.8	The Contractor has furnished inaccurate information in the returnable documents completed at tender stage and forming part of the Contract.
9.2.1.3.9	An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.
10	<b>Clause 10: Dispute Resolution</b>  "Dispute resolution shall initially be by means of ad-hoc adjudication as per Clause 10.5.2. Should adjudication not be successful, then the dispute shall be referred to Arbitration under the provisions of Clause 10.7.1."
10.4.1	The parties may at time agree to settle disputes with the help of an impartial third party
10.5.3	The number of Adjudication Board Members to be appointed is five (5).
11	<b>Clause 12: Confidentiality</b>  The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.
12	<b>Clause 13: Amendments in writing</b>  No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.



## PART 2: DATA PROVIDED BY THE CONTRACTOR

The contractor is advised to read the *general conditions of contract for construction works, third edition, 2015* published by the South African institution of civil engineering, private bag x200, halfway house, 1685, in order to understand the implications of this data which is required to be completed. Copies of these conditions of contract may be obtained from [www.saice.org.za](http://www.saice.org.za).

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Clause	Data
1.1.1.9	The name of the Contractor is: ..... .....
1.2.1.2	The address of the Contractor is: Address (physical): .....  ..... Address (postal): .....  ..... Telephone: ..... Facsimile: .....  e-mail: .....
6.5.1.2.3	The percentage allowance to cover overhead charges is .....%.

### C1.2.1 GENERAL CONDITIONS OF CONTRACT

The Contract shall be governed by the “Government Procurement General Conditions of Contract” – July 2010. It is obtainable from [www.treasury.gov.za](http://www.treasury.gov.za).

The only variations from these General Conditions of Contract shall be given in the Special conditions of Contract below. Whenever there is a conflict, the provisions in the Special Conditions and contract specific data of Contract shall prevail.



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## **DEPARTMENT OF WATER AND SANITATION**

**W11451**

**APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES TO THE DEPARTMENT OF WATER AND SANITATION HEAD OFFICE BUILDINGS FOR A PERIOD OF 36 MONTHS, CIDB CONTRACTOR GRADING DESIGNATION OF GRADE 3/ME CERTIFICATION OR HIGHER**

### **C2 PRICING DATA**

#### **CONTENTS**

##### **C2.1 PRICING INSTRUCTIONS**

##### **C2.2 BILL OF QUANTITIES**



## C2.1 PRICING INSTRUCTIONS

1. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
2. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.sabs.co.za](http://www.sabs.co.za) or [www.iso.org](http://www.iso.org) for information on standards).
3. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
4. An item against which no price is entered will be considered to be covered by the other price s or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
5. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
6. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
7. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.



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## SBD 3.2

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

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

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

Name of Bidder..... Bid number... **W11451**.....  
Closing Time 11:00 ..... Closing date **14 December 2023**.....

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

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

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

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

**\*Delete if not applicable**





## SBD 3.2

## PRICE ADJUSTMENTS

## A NON-FIRM PRICES SUBJECT TO ESCALATION

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

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

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

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

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

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

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

**SBD 3.2**

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

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

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

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

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



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

## W11451

**APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES TO THE DEPARTMENT OF WATER AND SANITATION HEAD OFFICE BUILDINGS FOR A PERIOD OF 36 MONTHS, CIDB CONTRACTOR GRADING DESIGNATION OF GRADE 3/ME CERTIFICATION OR HIGHER**

### C2.2 BILL OF QUANTITIES

SBD 3.2

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

Name of Bidder.....Bid number.....**W11451**.....  
Closing Time **11:00am**.....Closing date.....**14 December 2023**.....

#### OFFER TO BE VALID FOR 120 DAYS FROM CLOSING DATE OF BID

ITEM NO	DESCRIPTION	UNIT	RATE ONLY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	<b>Rendering of an air conditioning service for a period of thirty-six (36) months.</b>			
<b>1</b>	<b>Maintenance services (including labour costs) per unit.</b>			
	<b>SPLIT UNITS:</b>			
	9000 BTU			
	Check condenser fan motor	Each	1	R
	Check evaporator fan	Each	1	R
	Check gas	Each	1	R
	Acid cleaner	Each	1	R
	Clean filters with anti-bacterial chemical	Each	1	R
	Reset LP//HP switch	Each	1	R
	Check compressor amps	Each	1	R
	Check oil condenser and evaporator fan motors	Each	1	R
	Check for blockage in drain pipes	Each	1	R
	Re-gas	Each	1	R
	12000 BTU			
	Check condenser fan motor	Each	1	R
	Check evaporator fan	Each	1	R



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

ITEM NO	DESCRIPTION		UNIT	RATE ONLY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
		Check gas	Each	1	R
		Acid cleaner	Each	1	R
		Clean filters with anti-bacterial chemical	Each	1	R
		Rest LP//HP switch	Each	1	R
		Check compressor amps	Each	1	R
		Check oil condenser and evaporator fan motors	Each	1	R
		Check for blockage in drain pipes	Each	1	R
		Re-gas	Each	1	R
	18000 BTU	Check condenser fan motor	Each	1	R
		Check evaporator fan	Each	1	R
		Check gas	Each	1	R
		Acid cleaner	Each	1	R
		Clean filters with anti-bacterial chemical	Each	1	R
		Rest LP//HP switch	Each	1	R
		Check compressor amps	Each	1	R
		Check oil condenser and evaporator fan motors	Each	1	R
		Check for blockage in drain pipes	Each	1	R
		Re-gas	Each	1	R
	22000 BTU	Check condenser fan motor	Each	1	R
		Check evaporator fan	Each	1	R
		Check gas	Each	1	R
		Acid cleaner	Each	1	R
		Clean filters with anti-bacterial chemical	Each	1	R
		Rest LP//HP switch	Each	1	R
		Check compressor amps	Each	1	R
		Check oil condenser and evaporator fan motors	Each	1	R
		Check for blockage in drain pipes	Each	1	R
		Re-gas	Each	1	R
	24000 BTU	Check condenser fan motor	Each	1	R
		Check evaporator fan	Each	1	R



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

ITEM NO	DESCRIPTION		UNIT	RATE ONLY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
		Check gas	Each	1	R	
		Acid cleaner	Each	1	R	
		Clean filters with anti-bacterial chemical	Each	1	R	
		Rest LP//HP switch	Each	1	R	
		Check compressor amps	Each	1	R	
		Check oil condenser and evaporator fan motors	Each	1	R	
		Check for blockage in drain pipes	Each	1	R	
		Re-gas	Each	1	R	
	30000 BTU	Check condenser fan motor	Each	1	R	
		Check evaporator fan	Each	1	R	
		Check gas	Each	1	R	
		Acid cleaner	Each	1	R	
		Clean filters with anti-bacterial chemical	Each	1	R	
		Rest LP//HP switch	Each	1	R	
		Check compressor amps	Each	1	R	
		Check oil condenser and evaporator fan motors	Each	1	R	
		Check for blockage in drain pipes	Each	1	R	
		Re-gas	Each	1	R	
	32000 BTU	Check condenser fan motor	Each	1	R	
		Check evaporator fan	Each	1	R	
		Check gas	Each	1	R	
		Acid cleaner	Each	1	R	
		Clean filters with anti-bacterial chemical	Each	1	R	
		Rest LP//HP switch	Each	1	R	
		Check compressor amps	Each	1	R	
		Check oil condenser and evaporator fan motors	Each	1	R	
		Check for blockage in drain pipes	Each	1	R	
		Re-gas	Each	1	R	
	36000 BTU					
		Check condenser fan motor	Each	1	R	
Check evaporator fan		Each	1	R		



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

ITEM NO	DESCRIPTION		UNIT	RATE ONLY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
		Check gas	Each	1	R
		Acid cleaner	Each	1	R
		Clean filters with anti-bacterial chemical	Each	1	R
		Rest LP//HP switch	Each	1	R
		Check compressor amps	Each	1	R
		Check oil condenser and evaporator fan motors	Each	1	R
		Check for blockage in drain pipes	Each	1	R
		Re-gas	Each	1	R
	WINDOW UNITS:				
	9000 BTU	Check condenser fan motor	Each	1	R
		Check evaporator fan	Each	1	R
		Check gas	Each	1	R
		Acid cleaner	Each	1	R
		Clean filters with anti-bacterial chemical	Each	1	R
		Rest LP//HP switch	Each	1	R
		Check compressor amps	Each	1	R
		Check oil condenser and evaporator fan motors	Each	1	R
		Check for blockage in drain pipes	Each	1	R
		Re-gas	Each	1	R
	12000 BTU	Check condenser fan motor	Each	1	R
		Check evaporator fan	Each	1	R
		Check gas	Each	1	R
		Acid cleaner	Each	1	R
		Clean filters with anti-bacterial chemical	Each	1	R
		Rest LP//HP switch	Each	1	R
		Check compressor amps	Each	1	R
		Check oil condenser and evaporator fan motors	Each	1	R
		Check for blockage in drain pipes	Each	1	R
		Re-gas	Each	1	R
	18000 BTU	Check condenser fan motor	Each	1	R
		Check evaporator fan	Each	1	R



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

ITEM NO	DESCRIPTION		UNIT	RATE ONLY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
		Check gas	Each	1	R
		Acid cleaner	Each	1	R
		Clean filters with anti-bacterial chemical	Each	1	R
		Rest LP//HP switch	Each	1	R
		Check compressor amps	Each	1	R
		Check oil condenser and evaporator fan motors	Each	1	R
		Check for blockage in drain pipes	Each	1	R
		Re-gas	Each	1	R
	24000 BTU	Check condenser fan motor	Each	1	R
		Check evaporator fan	Each	1	R
		Check gas	Each	1	R
		Acid cleaner	Each	1	R
		Clean filters with anti-bacterial chemical	Each	1	R
		Rest LP//HP switch	Each	1	R
		Check compressor amps	Each	1	R
		Check oil condenser and evaporator fan motors	Each	1	R
		Check for blockage in drain pipes	Each	1	R
		Re-gas	Each	1	R
2	Replacement of parts (including labour costs) per unit.				
	SPLIT UNITS:				
	9000 BTU	Condenser fan motor	Each	1	R
		Evaporator fan	Each	1	R
		Acid cleaner	Each	1	R
		Compressor amps	Each	1	R
		Re-gas	Each	1	R
		Universal aircon remote	Each	1	R
	12000 BTU	Condenser fan motor	Each	1	R
		Evaporator fan	Each	1	R
		Acid cleaner	Each	1	R



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

ITEM NO	DESCRIPTION		UNIT	RATE ONLY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
		Compressor amps	Each	1	R
		Re-gas	Each	1	R
		Universal aircon remote	Each	1	R
	18000 BTU	Condenser fan motor	Each	1	R
		Evaporator fan	Each	1	R
		Acid cleaner	Each	1	R
		Compressor amps	Each	1	R
		Re-gas	Each	1	R
		Universal aircon remote	Each	1	R
	22000 BTU	Condenser fan motor	Each	1	R
		Evaporator fan	Each	1	R
		Acid cleaner	Each	1	R
		Compressor amps	Each	1	R
		Re-gas	Each	1	R
		Universal aircon remote	Each	1	R
	24000 BTU	Condenser fan motor	Each	1	R
		Evaporator fan	Each	1	R
		Acid cleaner	Each	1	R
		Compressor amps	Each	1	R
		Re-gas	Each	1	R
		Universal aircon remote	Each	1	R
	30000 BTU	Condenser fan motor	Each	1	R
		Evaporator fan	Each	1	R
		Acid cleaner	Each	1	R
		Compressor amps	Each	1	R
		Re-gas	Each	1	R
		Universal aircon remote	Each	1	R
	32000 BTU	Condenser fan motor	Each	1	R
		Evaporator fan	Each	1	R
		Acid cleaner	Each	1	R
		Compressor amps	Each	1	R
		Re-gas	Each	1	R
		Universal aircon remote	Each	1	R
		Condenser fan motor	Each	1	R





THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

ITEM NO	DESCRIPTION		UNIT	RATE ONLY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	36000 BTU	Evaporator fan	Each	1	R
		Acid cleaner	Each	1	R
		Compressor amps	Each	1	R
		Re-gas	Each	1	R
		Universal aircon remote	Each	1	R
	<b>WINDOW UNITS:</b>				
	9000 BTU	Condenser fan motor	Each	1	R
		Evaporator fan	Each	1	R
		Acid cleaner	Each	1	R
		Compressor amps	Each	1	R
		Re-gas	Each	1	R
		Universal aircon remote	Each	1	R
	12000 BTU	Condenser fan motor	Each	1	R
		Evaporator fan	Each	1	R
		Acid cleaner	Each	1	R
		Compressor amps	Each	1	R
		Re-gas	Each	1	R
		Universal aircon remote	Each	1	R
	18000 BTU	Condenser fan motor	Each	1	R
		Evaporator fan	Each	1	R
		Acid cleaner	Each	1	R
		Compressor amps	Each	1	R
		Re-gas	Each	1	R
		Universal aircon remote	Each	1	R
	24000 BTU	Condenser fan motor	Each	1	R
		Evaporator fan	Each	1	R
		Acid cleaner	Each	1	R
		Compressor amps	Each	1	R
		Re-gas	Each	1	R
		Universal aircon remote	Each	1	R



THE APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES ON BEHALF OF THE DEPARTMENT OF WATER SANITATION, HEAD OFFICE BUILDINGS FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

ITEM NO	DESCRIPTION	UNIT	RATE ONLY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
3	Supply delivery and installation of new units.			
	SPLIT UNITS:	Each	1	R
	9000 BTU	Each	1	R
	12000 BTU	Each	1	R
	18000 BTU	Each	1	R
	22000 BTU	Each	1	R
	24000 BTU	Each	1	R
	30000 BTU	Each	1	R
	WINDOW UNITS:	Each	1	R
	12000 BTU	Each	1	R
	18000 BTU	Each	1	R
	24000 BTU	Each	1	R
NB:	PRICES TENDERED FOR INSTALLATION SHOULD INCLUDE ALL PIPES/SPARES/TRUNKING, LABOUR AND TRANSPORT			
4	Labour cost for any additional work.	P/Hour	1	R
	TOTAL			R

**Note:** All delivery costs must be included in the bid price, for delivery at the prescribed destination (including transport).

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

The department reserves to write to engage with the successful service provider to negotiate the prices as submitted.

If it is envisaged that negotiations will be conducted only with the successful supplier, the negotiations will be based on a best estimate of the cost of the works.



## **DEPARTMENT OF WATER AND SANITATION**

**W11451**

**APPOINTMENT OF A CONTRACTOR TO RENDER AIR-CONDITIONING SERVICES TO THE DEPARTMENT OF WATER AND SANITATION HEAD OFFICE BUILDINGS FOR A PERIOD OF 36 MONTHS CIDB CONTRACTOR GRADING DESIGNATION OF GRADE 3/ME CERTIFICATION OR HIGHER**

### **C3: SCOPE OF WORKS**

#### **CONTENTS**

**C3.1 DESCRIPTION OF WORKS**

**C3.2 EXECUTION OF REPAIRS**

## **PART C3: SCOPE OF WORK**

### **C3.1 DESCRIPTION OF WORKS**

#### **Status**

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, Particular Specification or any drawings, the order of precedence, unless otherwise specified, is:

Scope of Work

Standardised Specifications

### **C3.1 DESCRIPTION OF WORKS**

#### **C3.1.1 Employer's Objectives**

Directorate: Facilities Management is entrusted with the responsibility of maintaining buildings within the Department of Water and Sanitation to ensure a conducive working environment. According to the guideline from the Department of Public Works, the user Departments are responsible for maintenance of state-owned buildings and the cost thereof should not exceed R100 000 per job.

The Department attempted to save money by enlisting the help of the Landowners, but this did not work out since replacing and repairing air conditioners is not included in the Landowners' contract. Furthermore, when it comes to state-owned buildings, it is extremely difficult to find contractors with the required expertise. Implication

The responsive companies must have successfully completed the provision of air-conditioning services

The Project Leader must oversee the collective progress, and the necessary oversight of the stipulated number of workers is to be outlined in the project plan. The project manager will be in contact with the department's responsible official on a regular basis to ensure that all terms of the contract are complied with.

#### **C3.1.2 Overview of the Works**

This bid involves maintenance or replacement for air-conditioning work to Head Office buildings: Sedibeng, Emanzini, Zwamadaka, Continental, Waterbron as well as PTA-West stores situated at 474 Carl Street and also RQIS/RTS at Roodeplaat site.

### C3.1.3 Extent of the Works

The works to be performed by the *Contractor*, as covered in this document, the standard air-conditioning repairs and the bills of quantities includes, but are not limited to the following:

- (a) Arrange with the occupants of buildings regarding access to the premises in order to execute the required repairs.
- (b) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site;
- (c) Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees;
- (d) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.
- (e) Comply with all by-laws and requirements of the local authority;
- (f) Comply with the local Fire Officer's regulations; and
- (g) Provide qualified artisan and personnel on a 24-hour basis including weekends and public holidays to carry out any emergency repair work.

### C3.2 EXECUTION OF REPAIRS AND OR REPLACEMENT

Generally, upon the instruction or request to render any work, the contractor must determine the urgency of the requirement before responding to the call. For this purpose, the call outs will be classed as follows:

- (a) An emergency: Emergencies must be attended to with minimum delay or as soon as possible after receipt of the call or job card.
- (b) **N.B All other repairs/replacements: shall be attended to within two days of the call.**

**If the Contractor fails to respond within the time limit as stated in 9(a) and (b) hereof, the Department shall have the right to appoint any other Contractor to do the work without further notification to the Contractor. The additional costs, if any, of such work, executed by another contractor, will be for the account of the Contractor.**

## **MATERIAL OF EQUAL QUALITY**

Replacement parts, spares and materials used must be of equal or better specification/quality of the component that is being replaced and must where possible carry the SABS mark of approval. If such equivalent component is not available, then the Facilities Manager prior to installation must approve the alternative component.

## **OFFICIAL ORDER FORM**

- (a) An official order number for this contract will be issued to the Contractor at the commencement of this contract.
- (b) Only officials of the Department may commission services to Contractors. For each service the complaint number issued for that service as well as details regarding the defects that must be repaired should be given to the Contractor in writing. If the Contractor has facsimile facilities, the Complaint Form will be faxed to him. It is, however, expected of the Contractor to respond to telephonic requests for services. However, he must obtain the official Complaint Form for the service requested, as soon as possible.

Special arrangements are applicable for emergency services, which are explained in 15 hereof.

- (c) No payments will be made for work executed without the necessary written authority.

## **EMERGENCY SERVICES**

Emergency services after hours may be executed without receipt of an official complaint number solely on the request of an official/project manager of the Department. The Contractor must, however, ensure that the official concerned signs the form provided by the Department. The Contractor must also ensure that he obtains the official complaint number from the Department on the following working day. No payment will be made without a complaint number.

## **INSTRUCTION TO THE CONTRACTOR TO CARRY OUT MAINTENANCE**

The Contractor must provide at his own cost a supply of forms in accordance with the example included herein. The forms must be completed legibly in ink after completion of each service. In addition to the original completed form submitted with the account, the Contractor shall hand a copy of the form provided to the Department for audit purposes.

## **ACCOUNTS**

Accounts for services rendered, must be accompanied by a copy of the instruction to the Contractor to carry out maintenance work(job card).

The unit rates for items on the form must be cross referenced to the applicable rates for similar items in the bid document by means of the page and item numbers e.g. 12/4(a) (page 12, items 4a).

NOTE: Any errors in the compilation of the form of accounts discovered at a late stage, shall be rectified and the overpayment recovered by the Department.

## **15. PRICING OF NON-SCHEDULED MATERIALS**

Unit prices for items of work executed but not specified in this contract must be verified by means of invoices of suppliers. The amount of such invoices, after deduction of any discount, will be taken into account for payments to the Contractor. If such invoices are not submitted, accounts will not be paid.

Should the prices of the Contractor's supplier be abnormally high, then the Department reserves the right to obtain a written quotation for similar items from an independent supplier and the rates of such quotation shall then be applicable.

## **PAYMENT**

Accounts must be submitted weekly but not later than four days after completion of the work. Payment of accounts complying with all the requirements of paragraph 19, will be made within 30 days of date of receipt.

## **RUBBLE AND WASTE**

All rubble and waste arising from the work must be removed immediately/same day from the site and buildings left clean and tidy. All rubble and waste must be inspected by the Facilities Manage/Safety and Security Manager.

## **ACCESS CARDS TO SECURITY AREAS**

- a) Should the work fall within a security area, the contractor shall obtain, from the security section, access cards for this personnel and employees who work within such an area.
- b) The contractor shall comply with any regulations of instructions issued from time to time, concerning the safety of persons and property, by the Department.

## **SECURITY CHECK ON PERSONNEL**

- a) The Department may require the Contractor to have his personnel or a certain number of them security classified.
- b) In the event of the Department requesting the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure

that such person or persons are denied access to the site and/or the any documents or information relating to the work.

## **STRUCTURE**

No maintenance to be done on any structure without a job card from the Facilities Manager, such as:

New installations of air-conditioners.

## **CONTRACT WORK**

The air-conditioning maintenance shall be carried out entirely by the contractor's own stuff and shall not in any way be sub-let, with own tools and equipment.

### **Materials:**

All standard detail equipments/material applying to a particular service and referred to in this document, in the specification or in the Schedule of Builder's Quantities may be seen by the Contractor at Head Office Pretoria and will be issued to the Contractor, upon request, for the carrying out of the work.

Please Note

The above-mentioned document, specification of materials and methods to be used is available on request from the Department.

## **NOTES**

- a) The artisan to be employed on site must be in a possession of a qualified cooling certificate and an electrical certificate. Failure to comply will invalid your tender.
- b) The original spare parts must also be available at all times.
- c) All units must be heating and cooling units.
- d) All units must be accompanied with a user manual. Officials where units are installed must be trained on how the units operate.
- e) All split units must be remotely operated.