



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE

TENDER NUMBER: LDPWRI-BM/20545

**APPOINTMENT OF FRAMEWORK CONTRACTORS FOR
SUPPLY, DELIVERY, INSTALLATION, REPAIR AND
MAINTENANCE OF HVAC SYSTEMS AND EQUIPMENT, ACROSS
FIVE DISTRICTS FOR A PERIOD OF 36 MONTHS.**

3ME or HIGHER

Issued by:

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

Contact Person: General Queries

Name : Mr NJ Motsopye,
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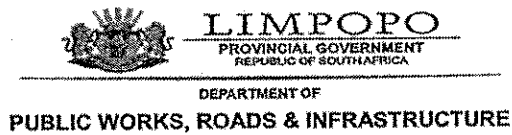
Technical: Technical Queries

Name : Mr. F Sigebe
Tel No. : 015 284 7714
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Name of the Tenderer:

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PART T1: TENDERING PROCEDURE

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The Limpopo Department of Public Works, Roads and Infrastructure invites tenderers for the **APPOINTMENT OF FRAMEWORK CONTRACTORS FOR SUPPLY, DELIVERY, INSTALLATION, REPAIR AND MAINTENANCE OF HVAC SYSTEMS AND EQUIPMENT, ACROSS FIVE DISTRICTS FOR A PERIOD OF 36 MONTHS**. It is estimated that tenderers must have a CIDB contractor grading designation of **3ME or HIGHER**

The department will appoint five (5) service providers for the following districts. Appointment will be limited to one service provider per district. The bidders must indicate which district(s) they are bidding for as shown on table 1 below.

Table 1. District selection

| District bidding for | Mark to select |
|----------------------|----------------|
| Capricorn District | |
| Mopani District | |
| Sekhukhune District | |
| Vhembe District | |
| Waterberg Districts | |

LDPWRI or any client department or any organs of state including Municipality and State-Owned Entities, may make use of this framework of contractors and issue may make use this term contract and issue Task Orders or Job cards, for work falling within the scope of the contained herein.

The Conditions of Tender applicable to this contract are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No. 42622, Department of Public Works Notice 423 & SANS 10845. (See www.cidb.org.za), to which tenderers are referred to for their information purposes in relation to this Tender Data.

| | | |
|--|---|----------------------------|
| Project Name | APPOINTMENT OF FRAMEWORK CONTRACTORS FOR SUPPLY, DELIVERY, INSTALLATION, REPAIR AND MAINTENANCE OF HVAC SYSTEMS AND EQUIPMENT, ACROSS FIVE DISTRICTS FOR A PERIOD OF 36 MONTHS | |
| Tender Number | LDPWRI-BM/20545 | |
| Tender documents availability | Limpopo Department of Public Works, Roads and Infrastructure website | |
| Address for submission of tenders | DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE. Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699. | |
| Closing date of the tender | As per Tender Bulletin | |
| Closing time of the tender | As per Tender Bulletin | |
| Compulsory briefing meeting (<i>Tenderers must sign the attendance register in the name of the tendering entity. Addenda (if any) will be issued only to those tendering entities appearing on the attendance register</i>) | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | |
| | Meeting venue | See Tender Bulletin |
| | Date | See Tender Bulletin |
| | Time: | See Tender Bulletin |
| Evaluation criteria | 1. Compliance with mandatory or compulsory requirements 2. Functionality 3. Price and Specific Goals | |
| Mandatory or Compulsory Requirements (<i>failure to</i> | Only tenderers who are registered with the Construction Industry Development Board (CIDB) with designation of 3ME or HIGHER | |

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submit or comply with these requirements will lead to automatic disqualification)

contractor grading determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations are eligible to have their tenders evaluated.

T1.2 TENDER DATA

| Clause number | Tender Data |
|---------------|---|
| | <p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p> <p>The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender. Add the following to clauses in Standard Conditions of Tender:</p> |
| C.1.1 | <p>The Employer is the Limpopo Department of Public Works, Roads and Infrastructure</p> |

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| | |
|--------|---|
| C.1.2 | <p>The Tender</p> <p>Part T1: Tendering procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>The Contract</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Joint Venture Agreement (If Applicable)</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Bills of Quantities</p> <p>Part C3: Scope of work</p> <p>C3.1 Scope of Works</p> <p>C3.2 Specifications</p> |
| C.1.4 | <p>All communications related to this tender should be directed to the persons indicated under Enquires on this tender document.</p> <p>Attention is also drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.</p> |
| C.1.5 | The employer reserve to cancel the tender prior to the award of the tender. |
| C1.6.3 | A two-stage system will not be followed. |

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| | |
|--------|---|
| C.2.1 | <p>Eligibility Criteria (Mandatory Requirements)</p> <p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <ol style="list-style-type: none"> 1. The tenderer: <ol style="list-style-type: none"> a) is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has in place a partnership agreement that enables the partnership to automatically continue to function in the event of a death or withdrawal of one of the partners; b) is not an unincorporated joint venture (i.e. the JV must be registered with CSD, CIPC and SARS as a JV, and all supporting documents must be submitted); and 2. The tenderer is registered on the National Treasury Central Supplier Data Base (https://secure.csd.gov.za). 3. Eligibility in respect to CIDB <p>Only tenderers who are registered with the Construction Industry Development Board (CIDB) with designation of 3ME or HIGHER contractor grading determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. Every member of the joint venture is registered with the CIDB. 2. The lead partner has a contractor grading designation Mechanical Engineering Works as 3ME or HIGHER. 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an elevator maintenance and service – Infrastructure or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. |
| C2.2 | <p>Cost of tendering</p> <p>The tenderer accepts that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements</p> |
| C.2.7 | <p>Compulsory site briefing</p> <p>No compulsory briefing meeting.</p> |
| C.2.11 | <p>Alterations to the documents</p> <p>Tenderers are required to not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations</p> |

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| | |
|----------|--|
| C.2.12 | <p>Alternative tender offer</p> <p>No alternative tender offer is permitted in this tender.</p> |
| C.2.13.2 | Return all returnable documents to the employer after completing them in their entirety by writing in non-erasable black ink |
| C.2.13.3 | Parts of each tender offer communicated on paper shall be submitted as an original |
| C.2.13.4 | The tender shall be signed by a person duly authorized to do so. |
| C.2.13.5 | <p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE. Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699 Identification details: Sealed Tender with Tender reference number, Title of Tender and the closing date and time of the tender.</p> |
| C.2.15.1 | The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. |
| C.2.16.1 | The tender offer validity period is 16 weeks or 120 days . |
| C.2.16.2 | The tender accepts that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer-evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI). |
| C.3.1 | <p>The tenderer is required to indicate how they claim points for each preference point system and attached relevant supporting documents. The specific goals for claiming of preference points include the following:</p> <ul style="list-style-type: none"> - Enterprises owned by People with Disabilities (Submit: Disability certificate issued by health professionals) - Enterprises owned by Women (Submit: Central Supplier Database (CSD)). - Small, Medium and Micro Enterprises (SMMEs) (Submit: Central Supplier Database (CSD)). - Enterprises owned by Youth (Central Supplier Database (CSD)). - Enterprises located in Limpopo Province (Central Supplier Database (CSD)). <p>NOTE: The means of verification as indicated in bold above MUST BE SUBMITTED in order for the claimed points to be awarded.</p> |
| | <p>CIDB Grading Certificate</p> <p>Tenders are required to provide proof of registration with the CIDB register of contractors indicating the category of registration, grading as well as the CRS number of the tenderer.</p> <p>Letter of Good Standing</p> <p>Tender are required to submit, bound with the tender submission, a letter of good from the Compensation commissioner indicating that the tenderer is in good standing.</p> |
| C3.2 | Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post. |

C.3.2.1

Tenders will **not** be opened immediately after the closing time for tenders.

C.3.2.2

The tenderers will be evaluated in three stages:

a)

Stage 1: Administrative Compliance: The Compliance or compulsory documents and returnable are detailed in Section T.2.1 of this tender document. Failure to submit, complete or comply with these requirements will lead to automatic disqualification.

b)

Stage 2: Functionality: Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below. Bidders are required to score a minimum number of evaluation points of **70** for functionality in order to proceed to the next phase of evaluation.

| CRITERIA | DESCRIPTION | POINTS |
|------------------------------|---|--------|
| Bidder's previous experience | Bidder's past experience (new construction and building maintenance) | 25 |
| Key Personnel | Background and experience of all key personnel proposed to undertake the services | 50 |
| Plant | List of plant owned | 10 |
| Bank Rating | Letter from Financial Institution showing the Bank rating | 15 |
| Maximum Possible Points | | 100 |

c)

Stage 3: Price and Specific goals

The procedure for final evaluation of responsive tenders is Method 2 (Financial offer and preference). The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.

$$T_{EV} = N_{FO} + N_P$$

N_{FO} is the number of tender evaluation points awarded for the financial offer made. The score for financial offer is calculated using the following formula:

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

Where:

A is 80 since the estimated financial value of-works inclusive of VAT is equals or is less than R 50,000,000.00.

P is the points awarded to the tender under consideration

P_m is the lowest Comparative tender price

P_o is the comparative price under consideration

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule in 3.18

The award will only be issued to contractors with valid Tax Clearance certificates, active CIDB grading and the contractor who meets all the legislative requirement – this shall be verified by SCM in line with the departmental SCM Policy.



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PART T2: RETURNABLE DOCUMENTS

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T2.1: LIST OF RETURNABLE DOCUMENTS

1. The following documents **must** be submitted by the Contractors as part of the tender document:

- a) Fully Completed and signed Form of Offer
- b) Submission of fully completed and signed Standard Bidding Documents
 - 1.1. SBD 1: Invitation to bid
 - 1.2. SBD 3.2: Pricing Schedule – Non-Firm Prices
 - 1.3. SBD 4: Bidder's Disclosure
 - 1.4. SBD 6.1: Reference Points claim form in terms of the Preferential Procurement Regulations 2022 or amended
- c) Fully completed and signed Record of Addenda to tender documents (if applicable)
- d) Fully completed and signed Proposed Amendments and Qualifications (if applicable)
- e) Fully completed and signed Compulsory Declaration
- f) Fully completed and signed Certificate of Authority
- g) CSD Full Report (**must be printed within advert period**)
- h) Valid CIDB grading certificate
- i) Fully completed BOQ
- j) JV Agreement (if applicable)
- k) Table 1 in tender notice and invitation

Failure to submit the following will lead to automatic disqualification:

- a) Fully Completed and signed Form of Offer
- b) Fully Completed and signed SBD4
- c) Fully completed signed Compulsory Declaration
- d) Fully completed signed Certificate of Authority
- e) JV Agreement (if applicable)
- f) Fully completed BOQ
- g) Table 1 in tender notice and invitation

2. The following returnable documents are ***required for tender evaluation purposes. Tenderers will not be disqualified for failure to submit or complete these returnable documents. However, it will affect the awarding of points during evaluations.***

- a. Completion certificates on the completed projects.
- b. List of plant owned and /or leased and proof of ownership.
- c. Curriculum Vitae of all key staff allocated to this project, indicating their experience and qualifications and professional registration with relevant council or body.
- d. Certified copies (not older than 6 months) of all qualifications, professional registrations and training
- e. Certified copy of the company's directors' identity documents not older than six (6) months. No copy of a certified copy will be accepted.
- f. Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g. Letter of Good Standing
- g. Letter from Financial Institution showing the Bank rating.

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T 2.2: RETURNABLE SCHEDULE

| No. | Document Name | Disqualifying Criteria? |
|-----|---|---|
| 1. | Fully Completed and signed Form of Offer | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. | SBD 1: Invitation to bid | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3. | SBD 3.2: Pricing Schedule – Non-Firm Prices | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 4. | SBD 4: Bidder's Disclosure | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. | SBD 6.1: Reference Points claim form in terms of the Preferential Procurement Regulations 2022 or amended | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 6. | Record of Addenda to tender documents | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7. | Proposed Amendments and Qualifications | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 8. | Compulsory Declaration | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 9. | Certificate of Authority | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 10. | CSD Report | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 11. | JV Agreement (if applicable) | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 12. | Valid CIDB grading certificate | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 13. | Table 1 in tender notice and invitation | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 14. | Letter from Financial Institution showing the Bank rating | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 15. | Certificates on the completed projects. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 16. | List of plant owned and /or leased and proof of ownership. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 17. | Curriculum Vitae of all key staff | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 18. | Fully completed BOQ | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |



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Record of Addenda to tender documents

| We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: | | |
|---|------|------------------|
| No. | Date | Title or Details |
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



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Proposed amendments and qualifications

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

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

Signed

Date

Name

Position

Tenderer

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

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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

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

Section 2: Particulars of companies and close corporations

| | |
|---|--|
| Company / Close Corporation registration number | |
|---|--|

Section 3: SARS Information

| | |
|--------------------------|-----------------------------------|
| Tax reference number | |
| VAT registration number: | (State if not registered for VAT) |

Section 4: CIDB registration number:

Section 5: National Treasury Central Supplier Database

| | |
|---|--|
| Supplier number/ Unique registration reference number | |
|---|--|

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

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Section 7: Record in the service of the state

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

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

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

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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)
- 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.

Signed _____ Date _____

Name _____ Position _____

Enterprise _____

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CONFIDENTIAL DOCUMENT

TENDER NO.: LDPWRI-BM/ 20545- APPOINTMENT OF FRAMEWORK CONTRACTORS FOR SUPPLY, DELIVERY, INSTALLATION, REPAIR AND MAINTENANCE OF HVAC SYSTEMS AND EQUIPMENT, ACROSS FIVE DISTRICTS FOR A PERIOD OF 36 MONTHS



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF

PUBLIC WORKS, ROADS & INFRASTRUCTURE

Certificate Of Authority

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.

NB: Complete relevant section. Do not write "See Attached"

| 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 (copy attached) taken on20...., Mr/Mrs.....acting in the capacity of....., was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
Chairman

2.....
Date

B. Certificate of partnership

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

hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
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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.

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C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company,acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other 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.

| NAME OF FIRM | ADDRESS | AUTHORISING SIGNATURE, NAME & CAPACITY |
|--------------|---------|--|
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D. Certificate for sole proprietor

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

As Witness:

1.....

Signature: Sole owner

2.....

Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
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NOTE: This certificate is to be completed and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

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T2.3: FUNCTIONALITY

EVALUATION SCHEDULE 1: FUNCTIONALITY CRITERIA

| Bidders are required to score a minimum number of evaluation points of 70 for functionality in order to proceed to the next phase of evaluation. | | |
|---|--|--------|
| Technical Criteria | Sub-criteria | Points |
| Bidder's experience on the installation, repair and maintenance of HVAC systems, including refurbishment /or renovation /or restoration on a such installation. | <p>Letter of completion for previous work on installation, repairs and maintenance of HVAC, on an appropriate letterhead and signed off by client, must be attached. Letter must detail the scope of work undertaken, project value undertaken, date of award, completion certificate and location where work is/was carried out and a contactable reference).</p> <ul style="list-style-type: none">• 1 x Letter – (5 points)• 2 x Letters – (10 points)• 3 x Letters – (15 points)• 4 x Letters - (20 points)• 5 or more x Letters – (25 points) <p>Bidders are also required to populate Schedule 2 of this tender.</p> | 25 |

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| | | | |
|--|---|--|--------|
| Key Personnel Capacity (background and experience of all key personnel proposed to undertake the services) | Proposed project resource schedule provide names of appropriately registered personnel. Identify each resource, and specify role in the project). | | |
| | Certified copies shall be less than 6 months. | | |
| | a) Allocation of Points for the technician (Max = 20 points) | | |
| | Category | Description | Points |
| | Qualifications | Air-conditioning and refrigeration technician with HVAC and refrigeration certificate and accredited by SAQCC. | 10 |
| Experience (in the installation, maintenance, repair or servicing of HVACs) | 5 years or more relevant experience | 10 | |
| | 1 to 4 years relevant experience. | 6 | |
| | Less than 1-year relevant experience | 0 | |
| b) Allocation of Points for artisan (Max = 20 points) | | | |
| Category | Description | Points | |
| (i) Qualifications | Air-conditioning and refrigeration artisan with trade test in HVAC and accredited by SAQCC. | 10 | |
| (ii) Experience (in the maintenance, repair or servicing of HVAC) | 5 years or more relevant experience. | 10 | |
| | 1 to 4 years relevant experience | 6 | |
| | Less than 1 year relevant experience in the maintenance, repair or servicing of HVACs. | 0 | |

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| | c) Allocation of points for Safety Officer (Max Points = 10 points) | | | | | | | | | | | | | | | | |
|---|---|-------------|-------------|---|---|--|---|---|---|-----------------|---|----|--|---|-----------------------------|---|--|
| | <table><tr><th>Category</th><th>Description</th><th>Points</th></tr><tr><td rowspan="2">(i) Registration with Council and relevant body</td><td>Legal appointment for a site Safety Officer appointed in terms of the Occupational Health and Safety Act (OHS Act) with registration with the professional council as a Safety Officer</td><td>5</td></tr><tr><td>No registration with the professional council as Safety Officer</td><td>0</td></tr><tr><td rowspan="3">(ii) Experience</td><td>5 years' experience or more as safety Officer</td><td>5</td></tr><tr><td>1 to 4 years of experience as a Safety Officer</td><td>2</td></tr><tr><td>Less than 1 year experience</td><td>0</td></tr></table> | Category | Description | Points | (i) Registration with Council and relevant body | Legal appointment for a site Safety Officer appointed in terms of the Occupational Health and Safety Act (OHS Act) with registration with the professional council as a Safety Officer | 5 | No registration with the professional council as Safety Officer | 0 | (ii) Experience | 5 years' experience or more as safety Officer | 5 | 1 to 4 years of experience as a Safety Officer | 2 | Less than 1 year experience | 0 | |
| Category | Description | Points | | | | | | | | | | | | | | | |
| (i) Registration with Council and relevant body | Legal appointment for a site Safety Officer appointed in terms of the Occupational Health and Safety Act (OHS Act) with registration with the professional council as a Safety Officer | 5 | | | | | | | | | | | | | | | |
| | No registration with the professional council as Safety Officer | 0 | | | | | | | | | | | | | | | |
| (ii) Experience | 5 years' experience or more as safety Officer | 5 | | | | | | | | | | | | | | | |
| | 1 to 4 years of experience as a Safety Officer | 2 | | | | | | | | | | | | | | | |
| | Less than 1 year experience | 0 | | | | | | | | | | | | | | | |
| Plant and equipment | <table><tr><th>Description</th><th>Points</th></tr><tr><td>The bidder submit proof of ownership or lease of the 1 Ton bakkie (NB: provide proof of ownership and/or rental contract to claim the points)</td><td>10</td></tr><tr><td>2 x bakkies = 10</td><td></td></tr><tr><td>1 x bakkie = 5</td><td></td></tr><tr><td>No bakkie = 0</td><td></td></tr></table> | Description | Points | The bidder submit proof of ownership or lease of the 1 Ton bakkie (NB: provide proof of ownership and/or rental contract to claim the points) | 10 | 2 x bakkies = 10 | | 1 x bakkie = 5 | | No bakkie = 0 | | 10 | | | | | |
| Description | Points | | | | | | | | | | | | | | | | |
| The bidder submit proof of ownership or lease of the 1 Ton bakkie (NB: provide proof of ownership and/or rental contract to claim the points) | 10 | | | | | | | | | | | | | | | | |
| 2 x bakkies = 10 | | | | | | | | | | | | | | | | | |
| 1 x bakkie = 5 | | | | | | | | | | | | | | | | | |
| No bakkie = 0 | | | | | | | | | | | | | | | | | |
| Bank letter rating | <p>The bidder should submit letter from financial institution showing the bank rating.</p> <table><tr><th>Description</th><th>Points</th></tr><tr><td>Bank Rating C or higher.</td><td>15</td></tr><tr><td>Bank rating D, E, G and H</td><td>0</td></tr></table> | Description | Points | Bank Rating C or higher. | 15 | Bank rating D, E, G and H | 0 | 15 | | | | | | | | | |
| Description | Points | | | | | | | | | | | | | | | | |
| Bank Rating C or higher. | 15 | | | | | | | | | | | | | | | | |
| Bank rating D, E, G and H | 0 | | | | | | | | | | | | | | | | |
| TOTAL | | 100 | | | | | | | | | | | | | | | |

EVALUATION SCHEDULE 2: BIDDER'S EXPERIENCE

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

NB: Completion of this table is mandatory for points to be allocated. Completion certificate (if any) must be attached as proof of completion on time for full points to be allocated.

| Client Name | Project Description | Project Value | Project Duration | Completion Certificate Attached? (Yes/No) | Contact Person (Cell/Tel) |
|-------------|---------------------|---------------|------------------|---|---------------------------|
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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS ROADS AND INFRASTRUCTURE

| | | | | | |
|-------------|------------------------|---------------|-------------------|---------------|--------------|
| BID NUMBER: | LDPWRI-BM/20545 | CLOSING DATE: | 04/09/2025 | CLOSING TIME: | 11H00 |
|-------------|------------------------|---------------|-------------------|---------------|--------------|

| | |
|-------------|---|
| DESCRIPTION | APPOINTMENT OF FRAMEWORK CONTRACTORS FOR SUPPLY, DELIVERY, INSTALLATION, REPAIR AND MAINTENANCE OF HVAC SYSTEMS AND EQUIPMENT ACROSS FIVE (05) DISTRICTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.(CIDB GRADING – 3ME or HIGHER) |
|-------------|---|

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

CORNER BLAAUWBERG & RIVER STREET

LADANNA

0699

| | |
|---|--|
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: |
|---|--|

| | | | |
|------------------|--------------------------------------|------------------|-----------------------------------|
| CONTACT PERSON | MOTSOPYE NJ | CONTACT PERSON | SIGEBE F |
| TELEPHONE NUMBER | 015 284 7126 | TELEPHONE NUMBER | 015 284 7714 |
| E-MAIL ADDRESS | MotsopyeNJ@dpw.limpopo.gov.za | E-MAIL ADDRESS | sigebef@dpw.limpopo.gov.za |

SUPPLIER INFORMATION

| | | | | | |
|---|--|--|--|--|------|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| 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] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | |

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

| | |
|---|--|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

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

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

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TENDER NO.: LDPWRI-BM/20545 - APPOINTMENT OF FRAMEWORK CONTRACTORS FOR SUPPLY, DELIVERY, INSTALLATION, REPAIR AND MAINTENANCE OF HVAC SYSTEMS AND EQUIPMENT, ACROSS FIVE DISTRICTS FOR A PERIOD OF 36 MONTHS



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
PUBLIC WORKS, ROADS & INFRASTRUCTURE

SBD 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
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¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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TENDER NO.: LDPWRI-BM/20545 - APPOINTMENT OF FRAMEWORK CONTRACTORS FOR SUPPLY, DELIVERY, INSTALLATION, REPAIR AND MAINTENANCE OF HVAC SYSTEMS AND EQUIPMENT, ACROSS FIVE DISTRICTS FOR A PERIOD OF 36 MONTHS

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

YES/NO

2.2.1. If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF

PUBLIC WORKS, ROADS & INFRASTRUCTURE

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

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

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

- 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

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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 e.g. 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. e.g. Labour, transport etc.) | PERCENTAGE OF BID PRICE |
|---|-------------------------|
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TENDER NO.: LDPWRI-BM/20545 - APPOINTMENT OF FRAMEWORK CONTRACTORS FOR SUPPLY, DELIVERY, INSTALLATION, REPAIR AND MAINTENANCE OF HVAC SYSTEMS AND EQUIPMENT, ACROSS FIVE DISTRICTS FOR A PERIOD OF 36 MONTHS

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 |
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LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
PUBLIC WORKS, ROADS & INFRASTRUCTURE

**SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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.

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1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of tender 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).

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3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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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) |
|--|--|--|
| Enterprises owned by People with Disabilities (Attach Disability certificate issued by health professionals) | 2 | |
| Enterprises owned by Women (Attach Central Supplier Database (CSD).) | 7 | |
| Small, Medium and Micro Enterprises (SMMEs). (Attach Central Supplier Database (CSD).) | 2 | |
| Enterprises owned by Youth. (Attach Central Supplier Database (CSD).) | 4 | |
| Enterprises located in Limpopo Province (Attach Municipal Utility Bills or Lease Agreement or Proof of Residence from Tribal Authority/Municipal Council) | 5 | |

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

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:

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DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

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

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

| | |
|-----------------------------|-------|
| | |
| SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | |
| DATE: | |
| ADDRESS: | |
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**DEPARTMENT OF
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PART C1: AGREEMENT AND CONTRACT DATA

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REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF

PUBLIC WORKS, ROADS & INFRASTRUCTURE

C1.1. FORM OF OFFER AND ACCEPTANCE

Offer

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

APPOINTMENT OF FRAMEWORK CONTRACTORS FOR SUPPLY, DELIVERY, INSTALLATION, REPAIR AND MAINTENANCE OF HVAC SYSTEMS AND EQUIPMENT, ACROSS FIVE DISTRICTS FOR A PERIOD OF 36 MONTHS

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

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

THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)

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

(in figures) R.....

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

Signature(s)

Name(s)

Capacity

For the
tenderer:

Name &
signature of
witness

Date

| |
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Acceptance (To be completed by the employer – not the tenderer)

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the Consultant the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

| | |
|---------|--|
| Part C1 | Agreements and Contract Data, (which includes this Form of Offer and Acceptance) |
| Part C2 | Pricing Data |
| Part C3 | Scope of Work |

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

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

For the Employer

Signature

Name

Capacity

Name and address of organization

Signature and Name of Witness

Signature

Name

Capacity

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Schedule of Deviations

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

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3 Subject

Details

.....

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4 Subject

Details

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

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

C1.2 CONTRACT DATA

| | |
|--|--|
| CONTRACT DATA FOR: APPOINTMENT OF TERM CONTRACTORS FOR SUPPLY, DELIVERY, INSTALLATION, REPAIR AND MAINTENANCE OF HVAC SYSTEMS AND EQUIPMENT, FOR A PERIOD OF THREE YEARS IN THE LIMPOPO DEPARTMENT OF PUBLIC WORKS ROAD AND INFRASTRUCTURE (LDPWRI) | |
| 1. | CONDITIONS OF CONTRACT The General Conditions of Contract (GCC) for Procurement of Goods and Services, published by National Department of Treasury is applicable |
| 2. | CONTRACT SPECIFIC DATA The GCC contract is applicable in its entirety, with the following amendments: |
| | Clause 1.22: The name of the Employer is: Limpopo Department of Public Works, Roads and Infrastructure |
| | Clause 8: Inspection 8.1. All pre-bidding testing will be for the account of the bidder. 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the employer or an organization acting on behalf of the employer. 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the employer shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the employer. |
| | Clause 9: Packaging 9.1. The bidder shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall |
| | take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. |
| | Clause 10: Delivery Delivery of the goods shall be made by the bidder in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents shall be furnished by the employer during the execution of the contract. |
| | Clause 11: Insurance The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified |

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| | <p>Clause 12: Transportation</p> <p>The bidder is to transport the goods in its entirety. The prices provided should be inclusive of the cost of transportation.</p> |
| | <p>Clause 13: Incidental</p> <p>13.1. The bidder may be required to provide any or all of the following services, including additional services, if any:</p> <p>13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, startup, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services</p> |
| | <p>Clause 14: Spare parts</p> <p>The bidder may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;</p> <p>14.1.2. in the event of termination of production of the spare parts:</p> <p>14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested</p> |
| | <p>Clause 15: Warranty</p> <p>15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. Where applicable, the goods should be from the OEM or supported thereof.</p> <p>The bidder further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.</p> <p>15.3. The employer shall promptly notify the bidder in writing of any claims arising under this warranty.</p> |
| | <p>15.4. Upon receipt of such notice, the bidder shall, within the period and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p> |

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

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



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C1.3 JOINT VENTURE AGREEMENT

TO BE COMPLETED ONLY IF TENDER IS SUBMITTED IN A JOINT VENTURE OR CONSORTIUM

GENERAL

- a) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- b) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - i. the contributions of capital and equipment
 - ii. work items to be performed by the Affirmable Joint Venture Partner's own forces
 - iii. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- c) Copies of all written agreements between joint venture partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- d) Affirmable Business Enterprise (ABE) partners must complete ABE Declaration Affidavits.
- e) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- f) Should any of the above not be complied with, the joint venture tenderer will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address.....
.....
- c) Physical address
.....
- d) Telephone
- e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

- 2.1. Name of Firm
- Postal Address
- Physical Address
- Telephone
- Fax
- Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

- 2.2. Name of Firm
- Postal Address
- Physical Address
- Telephone
- Fax
- Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

- 3.1. Name of Firm
- Postal Address
- Physical Address
- Telephone
- Fax
- Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

- 3.2.. Name of Firm
- Postal Address
- Physical Address
- Telephone
- Fax
- Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

- a) Affirmable Joint Venture Partner ownership percentage(s) %
- b) Non-Affirmable Joint Venture Partner ownership percentage(s)..... %
- c) Affirmable Joint Venture Partner percentages in respect of: *
- (i) Profit and loss sharing.....
- (ii) Initial capital contribution in Rands.....
-
-

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment)
 to be provided by each partner.

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

| No. | Joint Venture Partner | PARTNER NAME |
|-----|-----------------------|--------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture payment approvals

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

(c) Signing, co-signing and/or collateralising of loans

.....

.....
(d) Acquisition of lines of credit
.....
.....

.....
(e) Acquisition of performance guarantees
.....
.....

.....
(f) Negotiating and signing labour agreements
.....
.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations
.....

(b) Major purchasing
.....

(c) Estimating
.....

(d) Technical management
.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the "managing partner", if any,
.....
.....
.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?
.....
.....
.....

(c) Describe the management structure for the Joint Venture's work under the Contract

| MANAGEMENT FUNCTION / DESIGNATION | NAME | PARTNER |
|--|-------------|----------------|
| | | |
| | | |
| | | |
| | | |

* Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

| TRADE/FUNCTION/ DISCIPLINE | NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS | NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS |
|---------------------------------------|--|---|
| | | |
| | | |
| | | |
| | | |

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....
(ii) Number currently employed by the Joint Venture

.....
(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....
(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....
.....
(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls
.....
.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

PART C2: PRICING DATA



LIMPOPO
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REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
PUBLIC WORKS, ROADS & INFRASTRUCTURE

C2.1 PRICING INSTRUCTION

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



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DEPARTMENT OF
PUBLIC WORKS, ROADS & INFRASTRUCTURE

C2.2: BILLS OF QUANTITIES

SCHEDULE 1: RATES FOR MAINTENANCE OF HVAC UNITS

- 1 These are the rates for servicing HVAC units.
- 2 For pricing purposes
 - a. Prices for servicing include marking of the equipment and compiling of inventory.
 - b. Prices for servicing include servicing as stipulated in Part C3.1, labour, transport, consumables, minor and incidental repairs and all other overheads.
 - c. Prices for servicing include decommissioning and disposal of a damaged unit.
 - d. All equipment listed below form part of this contract and shall be serviced, maintained and repaired.

| Item | Description | Capacity Range (BTU/Hr) | Preventative / Minor Service, R | Corrective / Major Service, R | Total, R |
|---|----------------------------------|-------------------------|---------------------------------|-------------------------------|----------|
| | | | (A) | (B) | (A+B) |
| 1.1. | Mid-Wall Split-Type Units | 7000 – 12000 | | | |
| 1.2. | | 18000 – 26000 | | | |
| 1.3. | | 28000 – 36000 | | | |
| 1.4. | Mid-Wall Split Units (Heat Pump) | 28000 - 38000 | | | |
| 1.5. | Cassette Type Units | 18000 – 26000 | | | |
| 1.6. | | 28000 – 36000 | | | |
| 1.7. | | 42000 – 60000 | | | |
| 1.8. | Under Ceiling Mounted Units | 24000 – 48000 | | | |
| 1.9. | | 52000 - 72000 | | | |
| 1.10. | Multi Split Units | 15000 – 30000 | | | |
| 1.11 | | 36000 – 60000 | | | |
| 1.12 | VRV Systems | 24000 – 60000 | | | |
| 1.13 | | 75000 – 196000 | | | |
| 1.14 | Wall Mounted Window Units | 7000 – 12000 | | | |
| 1.15 | | 18000 – 26000 | | | |
| 1.16 | | 28000 – 36000 | | | |
| Training of LDPWRI staff (CDP rated maintenance course) (Quarterly: 4 * 12 000) | | | | | 48 000 |
| TOTAL CARRIED TO SUMMARY | | | | | |

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

- 1 These are the rates for the supply and installation of new HVAC units.
- 2 For pricing purposes
 - a. The price of each item must be an all-inclusive unit price per item, complete with but not limited to brackets, refrigeration pipes, isolators etc.

| Item | Description | Capacity Range (BTU/Hr) | Unit Price, R | Installation Price Per Unit, R | Total Price, R |
|------|---|-------------------------|---------------|--------------------------------|----------------|
| | | | (A) | (B) | (A + B) |
| 2.1. | Mid-Wall Split-Type Units | 9000 | | | |
| 2.2. | | 12000 | | | |
| 2.3. | | 18000 | | | |
| 2.4. | | 22000 | | | |
| 2.5. | | 24000 | | | |
| 2.6. | Mid-Wall Split Units (Heat Pump) | 28000 | | | |
| 2.7. | | 36000 | | | |
| 2.8. | | 38000 | | | |
| 2.9. | Cassette Type Units | 12000 | | | |
| 2.10 | | 18000 | | | |
| 2.11 | | 24000 | | | |
| 2.12 | | 28000 | | | |
| 2.13 | | 36000 | | | |
| 2.14 | | 44000 | | | |
| 2.15 | | 28000 | | | |
| 2.16 | | 60000 | | | |
| 2.17 | Under-Ceiling Mounted Units (Heat Pump) | 12000 | | | |
| 2.18 | | 18000 | | | |
| 2.19 | | 24000 | | | |
| 2.20 | | 28000 | | | |
| 2.21 | | 36000 | | | |
| 2.22 | | 44000 | | | |

| Item | Description | Capacity Range (BTU/Hr) | Unit Price, R | Installation Price Per Unit, R | Total Price, R |
|---------------------------------|---|-------------------------|---------------|--------------------------------|----------------|
| 2.23 | Under-Ceiling Mounted Units (Heat Pump) | 28000 | | | |
| 2.24 | | 60000 | | | |
| 2.25 | VRV Systems | 24000 - 60000 | | | |
| 2.26 | | 75000 - 196000 | | | |
| 2.27 | 20 mm diameter PVC pipe | Rate/m | | | |
| 2.28 | 25 mm diameter PVC pipe | Rate /m | | | |
| 2.29 | 50 mm diameter HDPE pipe | Rate/m | | | |
| 2.30 | 500 mm stainless steel bracket | Each | | | |
| 2.31 | 600 mm stainless steel bracket | Each | | | |
| 2.32 | M20 x 125 mm bolt and nut | Each | | | |
| 2.33 | M8 x 65 mm bolt and nut | Each | | | |
| 2.34 | M8 x 80 mm bolt and nut | Each | | | |
| 2.35 | M8 x 100 mm bolt and nut | Each | | | |
| 2.36 | M8 x 115 mm bolt and nut | Each | | | |
| 2.37 | 50 x 50 mm rectangular duct | Each | | | |
| 2.38 | 50 mm round duct | Each | | | |
| 2.39 | 50 x 100 mm rectangular duct | Each | | | |
| 2.40 | 66 x 28 mm rectangular duct | Each | | | |
| 2.41 | 30 mm diameter round duct | Each | | | |
| TOTAL CARRIED TO SUMMARY | | | | | |

SCHEDULE 3: RATES FOR REPLACEMENT OF PARTS

3 These are the rates for servicing HVAC units.

4 For pricing purposes

- a. Prices for servicing include marking of the equipment and compiling of inventory.
- b. Prices for servicing include servicing as stipulated in Part C3.2, labour, transport, consumables, minor and incidental repairs and all other overheads.

| Item | Description | Capacity Range | Unit | Rate, R |
|------|-----------------------------------|------------------------|------|---------|
| 1 | Motor and Fan Blades | 9 – 16 W | Item | |
| 2 | | 0.25 – 0.75 kW | Item | |
| 3 | | 1.1 – 5.5 kW | Item | |
| 4 | Evaporator Coil | Standard | Item | |
| 5 | Condenser Coil | Standard | Item | |
| 6 | Condensate Discharge Pump | Standard | Item | |
| 7 | Isolators | 20 Amp | Item | |
| 8 | | 30 Amp | Item | |
| 9 | | 60 Amp | Item | |
| 10 | Flexi Core Cable | 25 mm | Item | |
| 11 | | 14 – 36 microfarad | Item | |
| 12 | Capacitors | 4 - 5 microfarad | Item | |
| 13 | | 14 – 35 microfarad | Item | |
| 14 | Float Switch | Standard | Item | |
| 15 | Coil Sensors | Standard | Item | |
| 16 | Electric Heaters | Standard | Item | |
| 17 | PC Boards | 7000 – 9000 BTU/h | Item | |
| 18 | | 12000 – 15000 BTU/h | Item | |
| 19 | | 18000 – 22000 BTU/h | Item | |
| 20 | | 24000 – 26000 BTU/h | Item | |
| 21 | | 30000 – 36000 BTU/h | Item | |
| 22 | | 44000 – 60000 BTU/h | Item | |
| 23 | Compressors (240V/240V/1/50Hz) | 0.75 – 2.5 hp | Item | |
| 24 | | 2.5 – 4.0 hp | Item | |
| | TOTAL CARRIED TO SUMMARY | | | |

SCHEDULE 4: BILLING RATES FOR MAINTENANCE WORK

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

| Item | Description | Unit | Rate |
|------|---|----------|------|
| 1 | Regular Working Hour (one (1) Mechanic/technician / artisan) | per hour | |
| 2 | Regular Working Hour (one (1) Mechanic/technician / artisan & one (1) Helper) | per hour | |
| 3 | Overtime Working Hour ((one (1) Mechanic/technician / artisan) | per hour | |
| 4 | Overtime Working Hour ((one (1) Mechanic/technician / artisan & one (1) Helper)) | per hour | |
| 5 | Travelling Rates Reimbursement (GOVERNMENT GAZETTE No 39840, 4 DECEMBER 2015 AND SARS GUIDELINES) | per km | |
| 6 | Sundays and Holidays working hour ((one (1) Mechanic/technician / artisan) | per Hour | |
| 7 | Sundays and Holidays working hour ((one (1) Mechanic/technician / artisan & one (1) Helper)) | per Hour | |
| | TOTAL CARRY TO SUMMARY | | |

SCHEDULE 5: SUMMARY

- a. Total to be filled in the form of offer.

| Item | Description | Amount (R) |
|------|---|------------|
| 1 | SCHEDULE 1: RATES FOR MAINTENANCE OF HVAC UNITS | |
| 2 | SCHEDULE 2: RATES FOR SUPPLY AND INSTALLATION OF NEW HVAC UNITS | |
| 3 | SCHEDULE 3: RATES FOR REPLACEMENT OF PARTS | |
| 4 | SCHEDULE 4: BILLING RATES FOR MAINTENANCE WORK | |
| | TOTAL EXCLUDING VAT | |
| | VAT @ 15% | |
| | TOTAL | |

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JOB CARD:

COMPLAINT NO: _____

1. BUILDING: _____ DEPARTMENT: _____ ORDER NO: _____

COMPLAINT:

REPORTED BY: NAME: _____ TELEPHONE: _____ DATE: _____

CONTRACTOR: _____

AREA:

2. WORK EXECUTED

NB: UNUSED LINES MUST BE CANCELLED BEFORE CERTIFYING.

[illegible]

NON-SCHEDULE ITEMS TOTAL

15% PROFIT ON NON-SCHEDULE ITEMS

SCHEDULE ITEMS TOTAL

SCHEDULE AND NON-SCHEDULE ITEMS TOTAL

| LABOUR NON-SCHEDULE ITEMS | | FROM | TO | HOURS | RATE R c | | TOTAL R c | |
|---------------------------|----------|-------------|----|------------------------|-------------|--|--------------|--|
| | ARTISAN | | | | | | | |
| | LABOURER | | | | | | | |
| TRANSPORT COST | | FROM-----TO | | PAGE & SCHEDULE NO: | KILOMETRES | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

LABOUR & TRANSPORT TOTAL

SCHEDULE AND NON-SCHEDULE ITEMS TOTAL

TOTAL

VAT

GRAND TOTAL

ARTISAN'S NAME:

COMPLETION DATE:

REMARKS

3. THIS PORTION MUST BE COMPLETED BY THE COMPLAINANT/DESIGNATED OFFICER OF THE CLIENT DEPARTMENT

I CERTIFY THAT I PERSONALLY CHECKED AND AM SATISFIED THAT THE WORK HAS BEEN EXECUTED SATISFACTORILY. I HAVE RECEIVED THE SCRAP MATERIAL. (I DO NOT CERTIFY THE TECHNICAL CORRECTNESS)

NAME: _____ TELEPHONE NUMBER: _____

DESIGNATION: _____ SIGNATURE: _____ DATE: _____

OFFICE STAMP

RETAIN COPY FOR AUDIT PURPOSES

4.1 **FOR DEPARTMENTAL USE**

State

Hire

Inspection

Telephonic confirmation by: _____

Number:

4.2 **FOR DEPARTMENTAL USE**

The work has been done

Signature: _____

Name: _____

Designation: _____

Date: _____



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
PUBLIC WORKS, ROADS & INFRASTRUCTURE

PART C3 SCOPE OF WORKS

003

PART C3.1: SCOPE OF WORKS

1. EMPLOYERS OBJECTIVES

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

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

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

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

2. PRICES

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

NOTE:

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

3. VALUE ADDED TAX

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

4. DOCUMENTS

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

The following documents shall be read in conjunction with this bid

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

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

5. PROVISIONAL QUANTITIES

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

6. RATES

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

NOTE:

To ensure that all rates in these schedules are market related, the Department reserves the right to make such adjustments to individual rates as necessary to eliminate errors, discrepancies or what they consider to be unreasonable or unbalanced rates. This is not a lump sum contract.

7. ACCESS TO PREMISES

The contractor undertakes to:

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

8. RATES

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

NOTE:

To ensure that all rates in these schedules are market related, the Department reserves the right to make such adjustments to individual rates as necessary to eliminate errors, discrepancies or what they consider to be unreasonable or unbalanced rates. This is not a lump sum contract.

9. ACCESS TO PREMISES

The contractor undertakes to:

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

10. ACCESS CARDS TO SECURITY AREAS

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

1.12 TRAINED STAFF

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

NOTE:

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

11. MATERIALS OF EQUAL QUALITY

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

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

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

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

12. REDUNDANT MATERIAL, RUBBISH AND WASTE

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

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

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

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

13. ASSOCIATED ELECTRICAL WORKS

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

NOTE:

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

14. PREVENTATIVE MAINTENCE SCHEDULES

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

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

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

15. OFFICIAL ORDER FOR REPAIRS

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

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

16. EXECUTION OF REPAIRS

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

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

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

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

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

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

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

NOTE: - RESPONSE TIME

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

17. EMERGENCY REPAIRS

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

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

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

18. JOB CARDS

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

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

19. INVOICES FOR SERVICING AND REPAIRS

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

A job card shall accompany accounts for repaired executed.

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

NOTE:

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

20. SUBMISSION OF SUPPLIER'S INVOICES

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

NOTE:-

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

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

21. PAYMENT TO CONTRACTORS

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

22. PROFIT ON MATERIAL

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

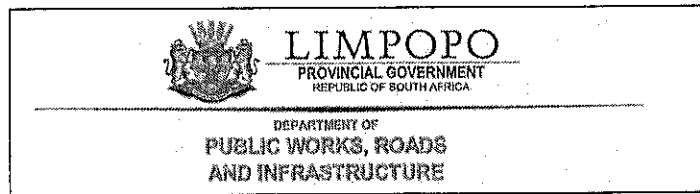
23. TRANSPORT COSTS

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

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

24. CANCELLATION OF SERVING TO INSTALLATIONS

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



C.3.2 SPECIFICATIONS

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1. *Performance Specification*

2. General

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

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

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

3. Performance Standard

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

Availability shall be defined as:

$$\text{Availability} = \frac{(Ti - tdi) \times 100}{Ti}$$

Ti

Where:

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

Tdi = the total of the MTTR'S for the site duration the time interval i for the applicable month under consideration expressed in hours

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

Example Calculation:

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

day Ti = 720 hours

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

Sum of MTTR's = 3 x (9 + 5) = 42 ..tdi = 42 hours

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

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720

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

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

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

720

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

4. Guarantee of Performance

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

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

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