

**health****Department:
Health
PROVINCE OF KWAZULU-NATAL****HEAD OFFICE - PIETERMARITZBURG****Notification of Bid****The KZN Department of Health: Head Office invites bids for the following service:**

DESCRIPTION OF SERVICE:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.
BID NUMBER /QUOTATION NUMBER:	
CIDB GRADING	3ME or above
CONTRACT PERIOD:	36 Calendar Months
CLOSING DATE:	12 April 2021
TIME:	11:00:00 AM
TENDER VALIDITY PERIOD:	120 Calendar Days
DOCUMENTS AVAILABLE FORM:	310 Jabu Ndlovu Street Pietermaritzburg, 3200
COST OF BID DOCUMENT:	R270.00
TENDER CLOSE AT:	310 Jabu Ndlovu Street Pietermaritzburg, 3200

ENQUIRIES:

Enquiries relating to bid document may be directed to:

Contact Number: Bid Document:

: 033 815 8369

COMPULSORY SITE BRIEFING:

DATE:	30 March 2021
TIME:	12H00
VENUE:	Kokstad Medico Legal Mortuary (next to EG and Usher Memorial Hospital) - accessible through the Hospital's main gate Corner Avenue, Elliot Street, Kokstad
TECHNICAL ENQUIRIES:	KZN Department of Health Mr. M.L. Myeza (033) 940 2518 (083) 408 4933

Bidders to Note that:

1. Requirements for sealing, addressing, delivery, opening and assessment of the tender are contained in the tender document.
2. The Department reserves the right not to award to the lowest bidder.
3. In addition, the Department will conduct a detailed risk assessment prior to the award of the bid.
4. Tender documents must be purchased prior to the starting time of pre tender briefing meeting. No tender documents will be issued at the pre tender briefing meeting and no site inspection meeting certificates will be issued at the pre tender briefing meeting.
5. Bidders who attend without a bid document will not be allowed to the briefing.
6. No late arrivals will be admitted to the pre tender briefing meeting.
7. **Submission of a PDF copy of the completed bid tender document together with all supporting tender.**
8. Late submissions will not be accepted.
9. Faxed or e-mailed bids are not accepted.
10. Only Bidders registered on the Central Suppliers Database and within the applicable CIDB grading 3ME or above or higher will be legible to submit bids/quotations.

DEPARTMENT OF HEALTH



BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

RETURNABLE DOCUMENT ONE VOLUME APPROACH

Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.

Engineer/Principal Agent

KZN Department of Health

Pietermaritzburg
3200
(033) 940 2518 - Tel Number

Employer:

Head: Health
KZN Department of Health
Private Bag X 9051
Pietermaritzburg
3200

Tel Number: (033) 940 2518

Fax Number:

Institution:

Various KZN Health Facilities

Tel Number:

Fax Number:

Bid Number: ZNB5242/2021-H
CIDB Grading: 3ME or above
ECDP Number: N/A

Project Code: N/A
Document Date: 20-Apr-2021
Contract Period: 36

Contracting Party: _____

CIDB Registration number: _____

Central Suppliers Database Registration Number: _____



Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.

Employer

Head: Health

Private Bag X 9051

Pietermaritzburg

3200

Tel Number: (033) 940 2518

Fax Number:

Institution

Various KZN Health Facilities

Tel Number:

Fax Number:

Bid Number: ZNB5242/2021-H

Project Code: N/A

CIDB Grading: 3ME or above

Document Date: 44306

ECDP Number: N/A

**Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance
Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.**


THE BID

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IMPORTANT NOTICE TO BIDDERS

Any reference to words Bid or Bidder herein and/or in any other documentation shall be construed to have the same meaning as the words Bid or Bidder. These forms are for internal and external use for the KZN Department of Health, Provincial Administration of KwaZulu-Natal.

"Quality" shall mean totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs.

No alternative Bids will be accepted.

The Total (Including Value Added Tax) on the Final Summary of the Bill of Quantities must be carried to the "Offer" part **only** of the Form of Offer and Acceptance - T2.21

"Enterprise" shall mean the legal Bidding Entity or Bidder who, on acceptance of the Offer, would become the **contractor**



**Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract
for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.**

THE BID

T1.1 BID NOTICE AND INVITATION TO BID			
THE KZN DEPARTMENT OF HEALTH INVITES BIDS FOR THE PROVISION OF:			
Project title:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.		
Bid no:	ZNB5242/2021-H	Project Code:	N/A
Advertisement date:	12 March 2021	Closing date:	20 April 2021
Closing time:	11:00	Validity period:	120 Days

It is estimated that bidders should have a CIDB contractors grading designation of 3ME or higher. No alternative Class of work, as referred to in Clause 25(3)(a)(i) of the CIDB Regulations, as amended, is anticipated for this project.

<p>It is estimated that Potentially Emerging enterprises should have a CIDB contractor grading of (N/A) and satisfy the criterion stated in the Tender Data. (<i>Only applicable if Client has an Official Mentorship programme in place to assist potentially emerging enterprises</i>)</p> <p>All Tenderer's should have a CIDB Class of works Contractor Grading Designation as indicated above. No Tenderer with a PE status can be considered If "N/A" is indicated above because the Department does not have an Official Mentorship Programme in place to assist a Potentially Emerging Enterprise.</p>

Only bidder's who are responsive to the following responsiveness criteria are eligible to submit bids:

<input checked="" type="checkbox"/>	<p>Only those bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of 3ME or higher, class of works, are eligible to have their bids evaluated.</p>
<input type="checkbox"/>	<p>Bid values in close proximity to the limit of a bid value range will be dealt with in accordance with Clause 25(3)(a)(ii)</p> <p>Joint ventures are eligible to submit bids provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; and the lead partner has a contractor grading designation in the 3ME or higher, class of works; or the combined contractor grading designation calculated in accordance with Clause 25(6) of the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation in accordance with the sum tendered for a 3ME or higher, class of works, or a value determined in accordance with the latest Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations. <p>Refer to Table 9 of the Regulation for requirements of combinations.</p>
<input checked="" type="checkbox"/>	<p>Bid document must be properly received on or before the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).</p>
<input checked="" type="checkbox"/>	<p>Submission of Compulsory Returnable Schedules documents as per List of returnable documents.</p>
<input checked="" type="checkbox"/>	<p>Tax Compliance Status (TCS) PIN number and bidder's or entity tax reference number.</p>
<input type="checkbox"/>	<p>Contractor's Safety, Health and Environmental Declaration.</p>
<input type="checkbox"/>	<p>Complete priced Bill of Quantities to be submitted on the day of the bid closing date.</p>
<input checked="" type="checkbox"/>	<p>Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a <u>Bidder may not be awarded a contract</u> if he/she is not registered and in good standing with the Compensation Commissioner.</p>
<input checked="" type="checkbox"/>	<p>Proof of Paid Municipal Rates and Taxes (F3.13.1 - Bid Data) (Attach)</p>
<input checked="" type="checkbox"/>	<p>Proof of UIF Registration (F3.13.1 - Bid Data) (Attach)</p>
<input type="checkbox"/>	<p>Financial Standing and other resources of Business Declaration (If Applicable).</p>
<input checked="" type="checkbox"/>	<p>Compulsory Enterprise Questionnaire.</p>
<input checked="" type="checkbox"/>	<p>Bidders must fulfil the functionality criteria first before their price will be considered.</p>

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

Name of Bidder: _____

Postal Address: _____

Street Address: _____

Telephone Number: CODE _____ NUMBER _____

Cellphone Number: _____

Facsimile Number: CODE _____ NUMBER _____

E-mail Address: _____

VAT Registration Number: _____

TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING (T2.19) YES ☐ or NO ☐

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (T2.9) YES ☐ or NO ☐

IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY SANAS?

[Tick Applicable Box]

A Verification Agency Accredited by the South African Accreditation System (SANAS)

YES ☐ or NO ☐

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [If yes, enclose proof]

YES ☐ or NO ☐

This bid will be evaluated according to the preferential procurement model in the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017:

☒ 80/20 Preference point scoring system ☐ 90/10 Preference point scoring system

NOTE See Quality Criteria in Annexures 6 of the Annexures attached to this document.

Quality requirement:		100	Points
Price:		80	points
Preference point scoring system will be based on the following points:			
Preference points system:			
Preferences are offered to Bidder's who have attained the following B-BBEE status level of contributor in accordance with the table below:			
1.	B-BBEE Status Level of Contributor	Number of Points	
(a)	Level 1	20	Points
(b)	Level 2	18	Points
(c)	Level 3	14	Points
(d)	Level 4	12	Points
(e)	Level 5	8	Points
(f)	Level 6	6	Points
(g)	Level 7	4	Points
(h)	Level 8	2	Points
(i)	Non-compliant contributor	0	Points

2. Other specific goals (according to the PPPFA):			
(a)	Contract participation goal by awarding contracts to targeted enterprises	0	Points
(b)	[insert specific goal]	0	Points
(c)	[insert specific goal]	0	Points
(d)	[insert specific goal]	0	Points
Total must equal 20 points		20	Points

Notes:

- 1 The successful bidder will be required to fill in and sign a written GCC 2010 2nd Edition Contract.
- 2 Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
- 3 The requirements in respect of the application of either 80/20 and 90/10 preference points scoring system, as reflected in clause F3.11 of the **Bid Data**, will apply and the points reflected above for preferences will be adjusted accordingly on a pro-rata basis if required.
- 4 The bid box is generally open during official working hours.
- 5 All Bids must be submitted on the official forms – (Not to be re-typed)
- 6 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (GCC2010) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
- 7 **(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**
- 8 Where stated in the tender data that a two-envelope system has been followed, open only the non-financial proposal of valid tenders in the presence of tenderer's agents, who choose to attend, at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

Evaluate that non-financial proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals are to be opened.

Open only the financial proposals of tenderers who, in the quality evaluation score, have more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the non-financial proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose

COLLECTION OF TENDER DOCUMENTS:

Tender documents may be collected during working hours at the following address :

310 Jabu Ndlovu Street Pietermaritzburg, 3200

A non-refundable tender amount of R 190 is payable cash as per the tender advertisement , on collection of the bid documents.

SITE INSPECTION MEETING

A Compulsory pre bid Site Inspection Meeting will take place as follows:

Kokstad Medico Legal Mortuary (next to EG and Usher Memorial Hospital) - accessible through the Hospital's main gate

on: **30 March 2021**

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE OR TECHNICAL INFORMATION MAY BE DIRECTED TO:

DoH Project Manager:	Mxolisi Myeza	Telephone no:	0
Cell no:		Fax no:	0
E-mail:	0		

DEPOSIT / RETURN OF TENDER DOCUMENTS: (Bid Documents)

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

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

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

TENDER DOCUMENTS MAY BE:

<p>POSTED TO:</p>	OR	<p>DEPOSITED IN THE TENDER BOX AT:</p> <p>KZN-Department of Health 310 Jabu Ndlovu Street, Pietermaritzburg 3200</p> <p>Head Office</p>
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health

Department:
Health
PROVINCE OF KWAZULU-NATAL

**Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for
Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.**

T1.2 - BID DATA

T1.2 BID DATA			
Project title:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.		
Project Code:	N/A		
Bid no:	ZNB5242/2021-H	Closing date:	20 April 2021
Closing time:	11:00	Validity period:	120 Days
Clause number:			
	<p>The conditions of bid are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as per Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 as amended from time to time. (see www.cidb.org.za) Refer to Conditions of Tender as bound into this document.</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.</p> <p>Each item of data given below is cross-referenced to the clause marked "F" in the above mentioned Standard Conditions of Tender.</p>		
F.1.1	<p>The Employer is the Head: Health (KZN Department of Health-Province of KwaZulu-Natal)</p> <p>For this contract the <u>single volume</u> approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume</p> <p>The list of Returnable Documents identifies which of the documents a bidder must complete when submitting</p>		
F.1.2	<p>The single volume procurement document issued by the Employer comprises the following:</p> <p>$\alpha = \alpha \left(1 + \frac{F_{\text{max}}}{F_{\text{min}}} \right)$</p> <p>$\alpha = \left(1 + \frac{F_{\text{max}}}{F_{\text{min}}} \right)$</p> <p>BID</p> <p>Part T1: Bidding procedures</p> <p>T1.1 - Bid Notice and Invitation to Bid</p> <p>T1.2 - Bid Data</p> <p>T1.3 - Annexure F - Standard Conditions of Bid</p> <p>5 Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules (See different forms listed in T2.1 - Returnable Schedule)</p> <p>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 - Form of Guarantee</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Preliminaries for GCC for Construction Works, 2nd Edition - 2010</p> <p>C2.3 - Bills of Quantities</p> <p>Part C3: Scope of works</p> <p>C3.1 - Scope of Works</p>		

F.1.2	Part C4: Site information	
	C4.1 -	Site Information
	Part 5: List of Drawings/Annexure's	
	C5.1 -	Preamble
	C5.2 -	Builders Lien Agreement
	C5.3	Health and Safety Specification
F.1.4	The Employer's agent (Engineer) is:	
	Name:	KZN Department of Health
	Capacity:	Principal Agent/Engineer
	Address:	Private Bag X 9051 , Pietermaritzburg Pietermaritzburg , 3200
	Tel:	(033) 940 2518
	Fax:	
	E-mail:	
	Responsible person:	Mr. M.L. Myeza
The second sentence shall read "Communications can be in any of the official languages recognised in KwaZulu-Natal which is English, Afrikaans or Zulu but writing is preferred in English as this is generally accepted as a business language"		
F.1.6	PP2-Competitive Selection Procedure	Design by Employer
	PP2B-Open Procedure	
F.2.1	For eligibility refer to T1.1 Bid Notice and Invitation to Bid.	
F.3.11	This is not an EPWP project	
	Only those tenderer's who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractors grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2EP or above class of works, are eligible to submit tenders	
	Joint Ventures are eligible to submit tenders provided that:	
	<ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB the lead partner has a contractor grading designation in the 3ME class of works The combined contractor grading designation calculated in accordance with the CIDB's Regulations is equal to or higher than a contractor grading designation determined in accordance with the tendered for a 3ME class of works 	
	See end of T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN BID for combinations of JV's arrangements.	
F.2.7	For particulars regarding a pre-tender site inspection meeting (clarification meeting), see T1.1 Bid Notice and Invitation to Bid.	
F.2.12	Alternative bid offer permitted:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Only the complete Service as per the Bills of Quantities	

F.2.13.2	Bidders are to ensure that their company details appear on the entire relevant bid documentation and must be legible.				
F.2.13.3	Part of each tender offer communicated on paper shall be submitted as an original, plus ONE copy of the bid document including supporting documents and priced Bill of Quantities where applicable, scanned onto a readable compact disk (CD) in pdf format, at the bidders own cost. The CD must be clearly marked with the bid information and company details.				
F.2.13.4	The second sentence shall read as follows <i>"The Employer will hold all authorised signatories jointly and severally liable on behalf of the bidder"</i> . Bidders proposing to contract as a Joint Venture shall submit a valid Joint Venture Agreement before the Joint Venture's offer could be accepted. Individuals, Partnerships and Companies proposing to contract as a party to a Joint Venture shall be jointly and severally liable on behalf of the Joint Venture.				
F.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per T1.1 Bid Notice and Invitation to Bid .				
F.2.13.6 F.3.5	A Open Procedure will be followed				
F.2.15	The closing time for submission of tender offers is as per T1.1 Bid Notice and Invitation to Bid .				
F.2.16	The tender offer validity period is as per T1.1 Bid Notice and Invitation to Bid .				
F.2.17	Sub-clause F2.17 does not preclude the negotiation of the final terms of the contract with the preferred bidder, following a competitive selection process, should the Employer elect to do so and provided that the competitive position of the preferred bidder is not affected.				
F.2.18	The bidder is to submit the Priced Bills of Quantities with the Returnable's at the closing of the bid. This is not an EPWP project				
F.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.				
F.2.22	Bidders do not have to return all retained tender documents within 28 days after expiry of the Bid validity period.				
F.2.23	Bidders are to refer to List of Returnable Schedules and Scope of Works to establish what is required to be submitted with this bid.				
F.3.4.2	The location for opening of the bid offers, immediately after the closing time thereof shall be at: 310 Jabu Ndlovu Street, Pietermaritzburg 3200				
F.3.8	<p>The employer must determine, on opening and before detailed valuation, whether each bid offer properly received:</p> <ul style="list-style-type: none"> a) complies with the requirements of the Conditions of Tender. b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the bid documents. <p>A responsive bid is one that conforms to all the terms, conditions and specifications of the bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or b) significantly change the Employers or the Bidders risks and responsibilities under the contract, or c) affect the competitive position of other Bidders presenting responsive tenders, if it were to be rectified. <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>				
F.3.9	<table border="1"> <tr> <td>The procedure for the evaluation of responsive bids is</td> <td>2</td> </tr> <tr> <td>Evaluation Method:</td> <td></td> </tr> </table>	The procedure for the evaluation of responsive bids is	2	Evaluation Method:	
The procedure for the evaluation of responsive bids is	2				
Evaluation Method:					

<p>F.3.9.1</p>	<p>Scoring Price: Bid offers will be scored using the following formula: (Option 1) where</p> <p>N_{fo} = Number of tender evaluation points awarded for the financial offer. W_1 = The percentage score given for financial offer as in T.1.1 Bid Notice and Invitation to Bid P_m = The comparative offer of the most favourable tender offer. P = The comparative offer of tender offer under consideration.</p> <p>and where Option 1 is:</p> <p>Up to 100 minus W_1 tender evaluation points will be awarded to bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>
<p>F.3.10 ISO 10845-3: 5.11.4</p>	<p>The procedure for the evaluation of responsive tender is: Evaluation Method 2. The financial offer will be scored using the following formula: The value of W_1 is: 1) 80 where the financial value, inclusive of VAT, of one or more responsive tender offers has a value that equals or is less than R 50,000,000. Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found eligible for the preference claimed.</p>
<p>F.3.12</p>	<p>Bid offers will only be accepted if:</p> <ul style="list-style-type: none"> (a) the bidder's Tax arrangements with SARS is up to date and an unconditional Tax Compliance Status varification has been submitted bt SARS as per the Tax Compliance Status PIN number. (b) the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation is required for this tender and the bidder has submitted a CIDB certificate of registration which clearly indicates the status "Active" (c) the bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges. (d) the bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform to the contract in the best interests of the employer or potentially compromise the bid process. (e) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; and (f) the bidder has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. (g) the bidder is registered with: <ul style="list-style-type: none"> i) the Unemployment Insurance Fund (UIF); and ii) the Workmen's Compensation Fund (h) the bidder submitted Authority to Sign the tender. (i) the bidder submitted Financial standing & other resources of Business Declaration. (j) the bidder submitted Equipment Schedules, if applicable. (k) the bidder signed the Form of Offer that is part of the Form of Offer and Acceptance. (l) the bidder submitted Preference Certificate, if applicable. (m) the bidder submit Final Summary of Bill of Quantities at tender closing. (n) the bidder submitted Declaration of Interest. (o) the bidder submitted Site Inspection Meeting Certificate (where applicable) (p) All information required to assess 'Functionality/Quality" as per Bid Data scheduled requirements <p>Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful bidder as described in the form of offer and acceptance.</p>
<p>F.3.13</p>	<p>Bidders are informed that any formal dispute shall be resolved by being referred to Arbitration only.</p>
<p>F.3.14</p>	<p>Provide to the successful bidder with three copies of the signed contract document.</p>



Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.

T1.3 - Annexure F - Standard Conditions of Tender

T1.3 - Annexure F - Standard Conditions of Tender

Note: Where this document refers to tenderer or tender it shall be read as bidder or bid.

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently and comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderer's shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1)	A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
2)	Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and the tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the **tender data**.

F.1.3 Interpretation

F.1.3.1 The **tender data** and additional requirements contained in the tender schedules that are included

F.1.3.2 These conditions of tender, the **tender data** and tender schedules which are only required for

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interest exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- f) **Quality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Communication shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the **tender data**.

F.1.5 Cancellation and Re-Invitation of Tenders

- F.1.5.1** An organ of state may, prior to the award of the tender, cancel a tender if-
 - a) due to changed circumstances, there is no longer a need for the services, works requested; or
 - b) funds are no longer available to cover the total envisaged expenditure; or
 - c) no acceptable tenders are received.
 - d) there is a material irregularity in the tender process.
- F.1.5.2** The decision to cancel a tender must be published in the cidb website and in the Tender Bulletin for the media in which the original tender invitation was advertised.
- F.1.5.3** An Organ of State may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the **tender data**, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

- F.1.6.2.1** Where the **tender data** requires that the competitive negotiation procedure is to be followed, tenderer's shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderer's who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderer's shall not apply.
- F.1.6.2.2** All responsive tenderer's, or not less than three responsive tenderer's that are highest ranked in terms of the evaluation criteria stated in the **tender data**, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- F.1.6.2.3** At the conclusion of each round of negotiations, tenderer's shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderer's shall be advised when they are to submit their best and final offer.
- F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderer's have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage - system

F.1.6.3.1

Option 1

Tenderer's shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the **tender data**, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2

Option 2

F.1.6.3.2.1 Tenderer's shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderer's to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the **tender data**, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the **tender data** and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F.2.2.1 Accept 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.

F.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the **tender data**, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderer's may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the **tender data**.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the **tender data**.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the **contract data**. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the **tender data**.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the **contract data**.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the **tender data**. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the **tender data**, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the **tender data** or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the **contract data** and described in the **scope of works**, unless stated otherwise in the **tender data**.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the **tender data**, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the **tender data**. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderer's proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the **tender data**, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the **tender data**.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the **tender data**.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the **tender data** not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the **tender data** for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the **tender data** after the closing time stated in the **tender data**.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the **tender data** for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substitutes by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderer's or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the **tender data**.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the **contract data**.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the **tender data**.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the **tender data**.

F.3 The employer's undertakings

F.3.1 Respond to request from the tenderer

F.3.1.1 Unless otherwise stated in the **tender data**, respond to a request for clarification received up to five working days before the tender closing time stated in the **tender data** and notify all tenderer's who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the **tender data**. If, as a result a tenderer applies for an extension to the closing time stated in the **tender data**, the Employer may grant such extension and, shall then notify all tenderer's who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the **tender data**, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderer's agents who choose to attend at the time and place stated in the **tender data**. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the **tender data**, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderer's agents who choose to attend at the time and place stated in the **tender data** and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the functionality (quality) of the technical proposals offered by tenderer's, then advise tenderer's who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderer's, who score in the functionality (quality) evaluation more than the minimum number of points for functionality (quality) stated in the **tender data**, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderer's whose technical proposals failed to achieve the minimum number of points for functionality (quality).

F.3.6 Non-disclosure

Not disclose to tenderer's, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderer's presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line items totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the **tender data**.

F.3.11.2 Method 1: Financial Offer

In the case of a financial offer

- a) rank tender offers from the most favourable to the least favourable comparative offer. and
- b) recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest ranked tender, and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so, in which case the process set out in this subclause shall be repeated.

F.3.11.3 Method 2: Financial Offer And Quality

In the case of a financial offer and quality,

- a) score each tender in respect of the financial offer made and quality offered in accordance with provisions of items 5.11.7 and 5.11.9 (of SANS 10845 - Part 3 and as detailed in F.3.11.2 Scoring financial offer and Scoring Quality), rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any,
- b) calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

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

where:

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with SANS 10845- part 3-clause 5.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with SANS 10845- part 3-clause 5.11.9.

- c) rank tender offers from the highest number of tender evaluation points to the lowest, and
- d) recommend the tenderer with the highest number of tender evaluation points to the lowest, and

Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation point, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so, in which case the process set out in this subclause shall be repeated.

F.3.11.4

Method 3: Financial offer And preference

In the case of a financial offer and preference;

- a) Score each tender in respect of the financial offer made and the preference claimed, if any in accordance with the provisions of SANS 10845-part 3 clauses 5.11.7 and 5.11.8,
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:.

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with SANS 10845-part 3 clause 5.11.7;

N_p is the number of tender evaluation points awarded for preference claimed in accordance with SANS 10845-part 3 clause 5.11.8,

- c) Rank tender offers from the highest number of tender evaluation points to the lowest, and
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.5

Method 4: Financial offer, Quality and Preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, the preference claimed, if any, and the quality offered in accordance with the provisions of SANS 10845-part 3 clauses 5.11.7 to 5.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the **tender data**, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the **tender data**:

$$T_{EV} = N_{FO} + N_p + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with SANS 10845-part 3 clause 5.11.7;

N_p is the number of tender evaluation points awarded for preferences claimed in accordance with SANS 10845-part 3 clause 5.11.8.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with SANS 10845-part 3 clause 5.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest, and
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.6 Decimal places

Score financial offers, preference and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial offers

Score financial offer using the following formula:

$$N_{FO} = W_1 \times A$$

where:

N_{FO} = the number of tender evaluation points awarded for financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for financial offer as stated in the **tender**

A = a number calculated using the relevant formula and option described in Table 1 as stated in the **tender data**.

Table 1: Formulae for calculating the value of A

Formula	Basis for comparison	Formula
1	Highest price or discount	$A = P/P_m$
2	Lowest price or percentage commission / fee	$A = P_m/P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.		

F.3.11.8 Scoring preferences

Confirm that tenderer's are eligible for the preferences claimed in accordance with the provisions of the **tender data** and reject all claims for preferences where tenderer's are not eligible for such preferences.

Calculate the total number of tender points for preferences claimed in accordance with the provisions of the **tender data**.

F.3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where: S_O is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the **tender data**.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or

F.3.13 Acceptance of tender offer

Accept tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk

- a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the **tender data**, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Dispute resolution by Arbitration ONLY

Omit Following Words:

"Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected Adjudicator at the same time as the main contract is signed."

Add: All disputes shall be resolved by referring to a single Arbitrator, as per Clause 10.7. Notwithstanding any clauses in the GCC 2010 (Second Edition) referring to dispute notices, any dispute of whatsoever nature arising out of this contract concerning any of the rights and /or obligations of any matters thereto, either during the currency of the contract or after the completion thereof, including any dispute as to the validity of the contract, is hereby referred to Arbitration. The parties agree to accept the Arbitrator's award as the final decision and the award shall be deemed as final and binding upon them. The consequence of the above mentioned provisions is that NO dispute will first be referred to ADJUDICATION BUT DIRECTLY TO ARBITRATION

The arbitrator shall be:

- a) selected by agreement between the parties, or failing such agreement,
- b) appointed at the request of either party by the Chairman for the time being of the Association of Arbitrators.
- c) The cancellation of this contract by either party for whatever reason shall not affect the validity of this clause.

The Arbitrator's fees and all Defence Counsel fees are fully refundable by the contractor to the Arbitrator / Employer prorata to the Award being in the Employer's favour, conversely this condition will apply should the Award be in the Contractor's favour.
- d)

F.3.16 Notice to unsuccessful tenderer's

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the **tender data**, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderer's that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the **tender data** of the signed copy of the

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderer's for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderer's or might prejudice fair competition between tenderer's.

F3.19 Transparency in the procurement process

- F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i-
- F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability
- F3.19.3 The transparency model must identify the criteria for selection of projects, project information
- F3.19.4 The client must publish the information on a quarterly basis which contains the following
- Procurement planning process
 - Procurement method and evaluation process
 - Contract type
 - Contract status
 - Number of firms tendering
 - Cost estimate
 - Contract title
 - Contract firm(s)
 - Contract price
 - Contract scope of work
 - Contract start date and duration
 - Contract evaluation reports
- F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.
- F3.19.6 Consultative Forum must be an independent structure from the bid committees.
- F3.19.7 The information must be published on the employer's website.
- F3.19.8 Records of such disclosed information must be retained for audit purposes.



**Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for
Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.**

PART T2 - RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

Project title:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.		
Project Manager:	Mxolisi Myeza	Bid no:	ZNB5242/2021-H

1. RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

(Bidder to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the bid)

Bid document name	Returnable document	
Declaration of Interest - SBD 4	Yes	
Authority to Sign Bid	Yes	
Capacity of Bidder	Yes	
Annual Financial Statement for past financial year	No	N/A
Site Briefing Certificate as proof for attendance of compulsory site meeting. (if applicable)	Yes	
Preference Certificate	Yes	
Compulsory Enterprise Questionnaire.	Yes	
Contractor's Safety, Health and Environmental Declaration.		N/A
Complete Priced Bill of Quantities	Yes	
Certificate of Independent Bid Determination - SBD 9	Yes	
Proof of CIDB Registration Number	Yes	
Contract Form - Purchase of Goods/Works - Part 1	No	N/A
Contract Form - Purchase of Goods/Works - Part 2	No	N/A

2. RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES BUT TO BE SUPPLIED BY THE BIDDER

(Bidder to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the bid)

Bid document name	Returnable document	
Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing	Yes	
Proof of Good Standing with the Compensation Commissioner (Attach)	Yes	
Proof of payment of Bid deposit	No	N/A
Proof of Paid Municipal Rates and Taxes (F3.13.1 - Bid Data) (Attach)	Yes	
Proof of UIF Registration (F3.13.1 - Bid Data) (Attach)	Yes	
Proof of Registration Number on the Central Suppliers Database	Yes	
Annual Financial Statement for past financial year	No	N/A
Entire bid document including returnable and supporting documents, scanned as PDF onto a CD, clearly marked with the Bid information.		N/A

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

(Bidder to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the bid)

Bid document name	Returnable document	
Form of Offer and Acceptance (Bound into Section 1 of 2)	Yes	
Record of Addenda to Bid Documents	Yes	
Confirm Receipt of Offer and Acceptance	Yes	

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Bidder to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the bid)

Bid document name	Returnable document	
Bill of Quantities	Yes	
Form of Guarantee	No	N/A
Declaration of Bidders Past SCM Practices - SBD 8	Yes	
List of Drawings/Annexure's		N/A

5. DOCUMENTS REQUIRED FOR THE EVALUATION OF FUNCTIONALITY

(Bidder to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the bid)

Bid document name	Returnable	
Letter from the bank confirming the service provider's bank rating	Yes	
Full information on projects completed in the past 2 years including project title, scope, letter of award and completion certificate.	Yes	
Attach organogram with names of all project team members clearly outlining role and qualification accompanied by CVs.	Yes	
Certified refrigeration mechanic trade test and CATEGORY B gas handling registration with SAQCC.	Yes	
Attach agreement and quote from chiller OEM (Trane) indicating willingness to service chiller for the duration of contract.	Yes	
	Yes	
	Yes	

T2.2 AUTHORITY TO SIGN BID

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

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

held at (town): _____ on (date): _____

RESOLVED that:

1. The Enterprise submits a Bid to the KZN Department of Health in respect of the following project:

Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.

Bid Number: **ZNB5242/2021-H**

2.

*Mr./Mrs./Ms:

in *his/her capacity as: _____ (Position in the Enterprise)

5

and who will sign as follows: _____ (Authorised Signatory)

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

1. * Delete which is not applicable.
2. NB. This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Legal Tendering Enterprise authorising the Representative to make this Offer.
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.
4. In the case of the tendering Enterprise being a Close Corporation, a **certified copy of the Founding Statement** of such corpora - tion must be attached to this tender.

ENTERPRISE STAMP (If Any)

T2.6 SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.		
Bid no:	ZNB5242/2021-H	Project Code:	N/A

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

No	Name and address of proposed Subcontractor		Nature and extent of work	Year Completed	Value (R):	Contact Tel No:	Previous experience with Subcontractor
1							
	CIDB Registration Number:						
2							
	CIDB Registration Number:						
3							
	CIDB Registration Number:						
4							
	CIDB Registration Number:						
5							
	CIDB Registration Number:						
Name of authorised representative			Signature		Capacity		Date
Name of Enterprise:							

T2.7 CAPACITY OF BIDDER

Project title:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.		
Bid no:	ZNB5242/2021-H	Project Code:	

1. **WORK CAPACITY:** (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)

- 1.1. **Artisans and Employees:** (*Artisans and Employees to be ,or are ,employed for this project*)

Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
Foreman		
Artisans		
Unskilled employees		

1.2. Provide full particulars of the following Assets: (Assets owned and to be hired - Indicate owned assets)

Machinery	Plant	Equipment	Vehicles

1.3. Workshops:

Address of Main Workshop:	Address of Regional Workshop (If Applicable):

1.4. Other offers submitted at time of this tender for which results are pending:

(Any other client's tender must also be included)

[illegible]

2. PARTICULARS OF THE BIDDERS CURRENT AND PREVIOUSLY COMPLETED COMMITMENTS:

2.1. Current private sector projects: (List the 5 projects closest to the contractor grading designation of this project)

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	

2.2. Current Government sector projects: *(List the 5 projects closest to the contractor grading designation of this project)*

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	

2.3. Previously completed projects: *(List the 5 projects closest to the contractor grading designation of this project)*

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	

Name of Bidder	Signature of authorised representative	Date

T2.9 PREFERENCE CERTIFICATE

Project title:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.	
Bid no:	ZNB5242/2021-H	N/A

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and

1.1.2 In the application of the 90/10 preference point system, if all bids received are equal or below

1.2 For this project the 80% preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price points and

(b) Quality points

(c) B-BBEE Status Level of Contribution

80
100
180

1.3.1 **PRICE**

80

1.3.2 **SPECIFIC CONTRACT PARTICIPATION GOALS**

1.3.3 1.3.3.1

	(i)	Level 1 Contributor	20
	(ii)	Level 2 Contributor	18
	(iii)	Level 3 Contributor	14
	(iv)	Level 4 Contributor	12
	(v)	Level 5 Contributor	8
	(vi)	Level 6 Contributor	6
	(vii)	Level 7 Contributor	4
	(viii)	Level 8 Contributor	2
	(ix)	Non-compliant	0
1.3.3.2			
	(i)		0
	(ii)		0
	(iii)		0
	(iv)		0
			100

Total points for Price and B-BBEE Status Level of Contribution **must not exceed 100**

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Construction Sector Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The bidder shall be a Value Adding Enterprise. A Value Adding Enterprise is defined in the BBEE Code of good practice as an organisation that is VAT registered and whose net profit before tax summed with its total labour cost exceeds 25% of the value of its total revenue.
- 1.6 The Department reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Department.

2 GENERAL DEFINITIONS

- 2.1 **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 2.2 **"B-BBEE"** means broad-based black empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"proof of B-BBEE status level of contributor" means-**
a) the B-BBEE status level certificate issued by an authorised body or person;
b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act
- 2.5 **"black designated groups"** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.6 **"black people"** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.
- 2.7 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services, through price quotations, advertised competitive bidding process or proposals.
- 2.8 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003);
- 2.9 **"co-operative"** means a co-operative registered in terms of section 7 of the Co-Operatives Act, 2005 (Act No 14 of 2005)
- 2.10 **"designated group" means**
a) black designated groups;
b) black people;
c) women;
d) people with disabilities; or
e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No 102 of 1996)
- 2.11 **"designated sector"** means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a).
- 2.12 **"Comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.13 **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.14 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.15 **"military veteran"** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No 18 of 2011).

- 2.16 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.17 **"National Treasury"** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No 1 of 1999)
- 2.18 **"EME"** means any enterprise with an annual total revenue of **R10 million or less**;
- 2.19 **"QSE"** means any enterprise with an annual total revenue between **R10 million and R50 million**;
- 2.20 **"people with disabilities"** has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No 55 of 1998).
- 2.21 **"Firm Price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from change, imposition or abolition of customs or excise duty and any other duty, levy or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.22 **"price"** includes all applicable taxes less all unconditional discounts.
- 2.23 **"Quality"** shall mean totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs.
- 2.24 **"Non-firm prices"** means all prices other than "firm" prices;
- 2.25 **"Person"** includes reference to a juristic person.
- 2.26 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.27 **"stipulated minimum threshold"** means the minimum threshold stipulated in terms of regulation 8(1)(b).
- 2.28 **"Sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.29 **"Total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.30 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.31 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.32 **"rural area" means-**
- a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
 - b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.
- 2.33 **"township"** means an urban living area that anytime from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.
- 2.34 **"treasury"** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No 1 of 1999)
- 2.35 **"youth"** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No 54 of 2008)

3 ADJUDICATING USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4 POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

Where:

P_s = Points scored for cooperative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{min} = Comparative price of lowest acceptable bid

5 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- 5.3 Bidders who qualify as QSEs in terms of the B-BBEE Act must submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6 BID DECLARATION

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

7 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.3.1 AND 5.1 ABOVE

7.1 B-BBEE Status Level of Contribution:

$$=$$

[Max of points 10 or 20]

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-

Yes

□

No

1

8.1. If yes, indicate:

1

(i) what percentage of the contract will be subcontracted?

--

%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME?

Yes ☐ No ☐

Yes

11

No

1

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: _____

9.2 VAT registration number: _____

9.3 Company registration number: _____

9.4 Type of company/firm: *(insert a X in the applicable box)*

Partnership/

☐

Company

☐

(Pty) Ltd

☐

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

Manufacturer

☐

Professional service
provider

☐

Other service providers,
e.g. transporters, etc.

☐

9.7 Total number of years the company/firm has been in _____

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1. _____

2. _____

Date: _____

Address: _____

SIGNATURE(S) OF BIDDER(S)

T2.10 BRIEFING MEETING CERTIFICATE

Project title:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.		
Bid no:	ZNB5242/2021-H	Project Code:	N/A
Site Inspection Date:		30 March 2021	

This is to certify that I, _____ (Name of authorised Representative)
 representing _____ (Name of Enterprise)
 visited the site on: _____ (Date)

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

I declare that the representative, named above, is my authorised representative and **not** a third party agent and that my representative's attending of this site meeting, shall be deemed conclusive proof that my Enterprise are fully aware of what was said and discussed at this meeting.

<div style="border: 1px solid black; width: 50px; height: 20px; margin: 0 auto;"></div>		<div style="border: 1px solid black; width: 50px; height: 20px; margin: 0 auto;"></div>
Name of Bidder	Signature	Date

<div style="border: 1px solid black; width: 50px; height: 20px; margin: 0 auto;"></div>		<div style="border: 1px solid black; width: 50px; height: 20px; margin: 0 auto;"></div>
Name of DoH Representative	Signature	Date

This form is only to be completed when applicable to the tender and if a Compulsory Site meeting has been called.

Departmental Stamp:

T2.11 DECLARATION OF INTEREST - SBD 4			
Project title:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.		
Bid no:	ZNB5242/2021-H	Project Code:	N/A

¹ Any legal person, including persons employed by the state¹, or persons having kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of the possible allegations of favouritism, should the resulting bid/quotation, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her/their authorized representative declare his/her/their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her/their interest, where-

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

2 In order to give effect to the above, the following questionnaire must be completed and submitted with the quotation/bid document.

- 2.1 Full Name of bidder or his or her representative: _____
- 2.2 Identity Number: _____
- 2.3 Position occupied in the Company (director, trustee, shareholder²): _____
- 2.4 Registration Number of Company, enterprise, close corporation, _____
- 2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity number,

¹"State" means –

- (a) any National or Provincial department, National or Provincial public entity or Constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) Provincial Legislature;
- (d) National Assembly or the National Council of Provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name or person / director / shareholder / member: _____

Name of state institution to which the person is connected: _____

Position occupied in the state institution: _____

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

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

2.8 Did you or your spouse, or any of the company's directors / shareholders / members of their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

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

2.9.1 If so, furnish particulars: YES / NO

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this quotation/bid? YES / NO

2.10.1 If so, furnish particulars:

2.11 Do you or any of the directors / trustees/ shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES / NO

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

DECLARATION

I, THE UNDERSIGNED (NAME) : _____

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

T2.12 RECORD OF ADDENDA TO BID DOCUMENTS

Project title:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.		
Bid no:	ZNB5242/2021-H	Project Code:	N/A

1. I / We confirm that the following communications received from the Department of Health before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)

	Date	Title or Details	No. of Pages
a.			
b.			
c.			
d.			
e.			
f.			
g.			
h.			
i.			
j.			
k.			
l.			
m.			

5

Name of authorised representative	Signature	Date

OR

- 2 I / We confirm that no communications were received from the Department of Health before the submission of this tender offer, amending the tender documents.

Name of authorised representative	Signature	Date

T2.15 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES - SBD 8

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

Item	Question		
4.1	<p><i>Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</i></p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	<p><i>If so, furnish particulars:</i></p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.2	<p><i>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</i></p> <p><i>To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</i></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	<p><i>If so, furnish particulars:</i></p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.3	<p><i>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</i></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	<p><i>If so, furnish particulars:</i></p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.4	<p><i>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</i></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	<p><i>If so, furnish particulars:</i></p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		

5 **CERTIFICATION**

I the undersigned (*full name*) _____
certify that the information furnished on this declaration is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of authorised representative	Signature	Date	Position

T2.18 Compulsory Enterprise Questionnaire

Project title:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.		
Bid no:	ZNB5242/2021-H	Project Code:	N/A

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

Section 1: Name of enterprise:

--

Section 2: VAT registration number, if any:

--

Section 3: CIDB registration number, if any:

--

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 6 partners

5

Company registration number	
Close corporation number	
Tax reference number	

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

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

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	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 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

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

Name of spouse, child or parent	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

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have 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;
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Position of authorised representative		Date	
Signature of authorised representative			
Name of authorised representative			
Enterprise name			

**T2.19 TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE
COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING**

Project title:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.		
Bid no:	ZNB5242/2021-H	Project Code:	N/A

TAX CLEARANCE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.

1. In order to meet this requirement bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a
4. Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office
5. Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

IMPORTANT NOTICE

1. The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates.
2. From 18 April 2016 SARS introduced an enhanced Tax Compliance (TCS) system.
3. The new system allows taxpayers to obtain a Tax Compliance Status (PIN), which can be utilised by authorised third parties to verify taxpayers compliance status online via SARS e-filing.
- 5 Bidders are required to fill in clearly, legibly, in bold print and black ink the SARS (TCS) PIN number and Tax Reference number in the space hereunder:

Tax Compliance Status(TCS) PIN Number	
Company / Bidding Entity Tax Reference Number	

Name of Bidder:

Signature of bidder:

Date:

**T2.20 PROOF OF GOOD STANDING WITH THE COMPENSATION
COMMISSIONER**

Project title:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.		
Bid no:	ZNB5242/2021-H	Project Code:	N/A

ATTACH COPY OF PROOF, THAT THE TENDERER IS IN
GOOD STANDING WITH THE COMPENSATION
COMMISSIONER, TO THIS PAGE FOR ADJUDICATION
PURPOSES

NOTE

In the case of a Bid by a Joint Venture, copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

T2.21 - FORM OF OFFER AND ACCEPTANCE

Agreement

Bid no: ZNB5242/2021-H

OFFER

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

Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.

The Bidder, identified in the Offer signature block, has examined the documents listed in the Tender Data and Addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender and complies fully with the requirements of Clause F.3.13 in the Bid Data.

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

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

Amount (in words):	
Amount 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 Bidder before the end of the period of validity stated in the Tender Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

5 And: Whose Registration Number is: And: Whose Income Tax Reference Number is:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are:
--	----	--

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

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

SIGNED FOR THE BIDDER:

Name of authorised representative	Signature	Date

WITNESSED BY:

Name of authorised representative	Signature	Date

Bid no: ZNB5242/2021-H

This Offer is in respect of the official documentation.

GUARANTEE OPTIONS:

The Bidder agrees to provide a bank or insurance guarantee in accordance with clause 6.2.3 of the Conditions of the GCC2010 Contract within the period stated in the Contract Data. This guarantee shall be for a sum equal to an amount stated in the Contract Data.

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

(a) the Bidder accepts that in respect of contracts up to R1 million, a payment reduction of 0% of the contact value will be applicable and will be reduced by the Employer in terms of the applicable conditions of contract.

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

(i) cash deposit of 0 % of the Contract Price

(ii) bank or insurance Performance Guarantee of 0 % of the Contract Price

(iii) cash deposit of 0% of the Contract Price and a payment reduction of 0% of the value certified in the payment certificate (excluding VAT)

(iv) bank or insurance guarantee of 0% of the Contract Price and a payment reduction of 0% of the value certified in the payment certificate (excluding VAT)

NOTE: Where the Bidder has not selected one of the guarantee options above, the default option will be as if the Bidder has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax. - See GCC2010 clause 6.2.2 as amended in Contract Data.

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

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

Other Contact Details of the Bidder are:

Telephone No: _____ Cell Phone No: _____

Fax No: _____ Email Address : _____

Postal address: _____

Banker : _____ Branch : _____

UIF Registration Number: _____ CIDB Registration Number: _____

Central Suppliers Database
Registration Number:

--

ECDP Number:

--

ACCEPTANCE (For Official use only)

Bid no: ZNB5242/2021-H

By signing this part of this Form of Offer and Acceptance, the Employer identified below, accepts the Bidder's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's offer shall form an agreement between the Employer and the Bidder 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 1	Agreement and Contract Data, (which includes this agreement)
Part 2	Pricing data
Part 3	Scope of work.
Part 4	Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of Offer and Acceptance, are contained in the schedule of deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within 14 days after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this **Agreement comes into effect**. 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five 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:

Name of delegated signatory	Signature	Rank	Date

Name of Organisation:	Department of Health
Address of Departmental Office:	35 Hyslop, Townhill Office Park, Block 1, Pietermaritzburg, 3200

WITNESSED BY:

Name of witness	Signature	Rank	Date

Bid no: ZNB5242/2021-H

Schedule of Deviations

Notes:

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

1.1.1. Subject:

Detail:

1.1.2. Subject:

Detail:

1.1.3. Subject:

Detail:

1.1.4. Subject:

Detail:

1.1.5. Subject:

Detail:

1.1.6. Subject:

Detail:

By the duly authorised representatives signing this Schedule of Deviation, the Employer and the Bidder 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 Bid Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Contractor:

Name of delegated signatory	Signature	Position in Entity	Date

For the Employer:

Name of delegated signatory	Signature	Rank	Date

WITNESSED BY:

Name of witness	Signature	Rank	Date

T2.21a CONFIRMATION OF RECEIPT

Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.

Bid no.:	ZNB5242/2021-H	Project Code:	N/A
-----------------	-----------------------	----------------------	------------

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

the _____ (day)

of _____ (month)

_____ (year)

at _____ (Place)

For the Contractor:

Signature

Name

Capacity

Signature and name of witness:

Signature

Name

T2.22 - FINAL SUMMARY

Project title:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.		
Bid no:	ZNB5242/2021-H	Project Code:	N/A

ATTACH SUMMARY

T2.23 - PROOF OF PAID MUNICIPAL RATES & TAXES

Project title:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.		
Bid no:	ZNB5242/2021-H	Project Code:	N/A

**ATTACH PROOF OF PAID MUNICIPAL RATES & TAXES TO
THIS PAGE FOR ADJUDICATION PURPOSES**

NOTE

In the case of a Quotation by a Joint Venture, proof of paid municipal rates and taxes for each member of the Joint Venture should be attached to this form.

T2.24 - PROOF OF VALID UIF REGISTRATION

Project title:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.		
Bid no:	ZNB5242/2021-H	Project Code:	N/A

ATTACH COPY OF PROOF, THAT THE BIDDER IS IN GOOD
STANDING WITH THE **UIF** TO THIS PAGE FOR
ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, copies of proof of Good Standing with the **UIF** in respect of each party to the Joint Venture must be attached to this page

The contractor must submit proof of UIF Contributions made to the fund to the Principal Agent on a monthly basis for the duration of the contract.

Should the contractor default on his monthly payments, the Employer will pay the outstanding payments due and the contractor will be liable for payments made by the Employer on behalf of the contractor, plus any additional cost associated with this process.

T2.26 CERTIFICATE OF INDEPENDENT BID DETERMINATION - SBD 9

Project title:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.		
Bid no:	ZNB5242/2021-H	Project Code:	N/A

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

ZNB5242/2021-H - Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration

(Bid Number and Description)

in response to the invitation for the bid made by:

KZN Department of Health

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

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

1. I have read and I understand the contents of this Certificate;
 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- ³ 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.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of bidder

T2.27 - PROOF OF REGISTRATION ON CENTRAL SUPPLIERS DATABASE

Project title:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.		
Bid no:	ZNB5242/2021-H	Project Code:	N/A

**ATTACH COPY OF PROOF, THAT THE BIDDER IS
REGISTERED ON THE CENTRAL SUPPLIERS DATABASE TO
THIS PAGE FOR ADJUDICATION PURPOSES**

NOTE

In the case of a Tender by a Joint Venture, copies of proof of registration on the Central Suppliers Data Base in respect of each party to the Joint Venture must be attached to this page

T2.28 - PROOF OF CIDB REGISTRATION NUMBER

Project title:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.		
Bid no:	ZNB5242/2021-H	Project Code:	N/A

ATTACH COPY OF PROOF, THAT THE BIDDER IS
REGISTERED WITH THE CONSTRUCTION INDUSTRY
DEVELOPMENT BOARD (CIDB) TO THIS PAGE FOR
ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, copies of proof of registration with the CIDB in respect of each party to the Joint Venture must be attached to this page

T2.36 - Quality Criteria

The threshold score, below which tenderers are eliminated from further consideration, should be 80 points

TENDER EVALUATION CRITERIA AND SCORING

The weighting for Quality out of 100 sub-points is as follows:

Evaluation Criteria	Deliverables	Points	Sub-Points	Sub-Criteria
1. Bank account rating for the service provider.	Original letter from the bank confirming the service providers credit reference.	10 Points	10 Sub-points	Letter from the bank confirming the service provider's bank rating ranging from A to C.
			0 Sub-points	Letter from the bank confirming the service provider's bank rating lower than C or no submission.
2. Availability of competency and experience of the tenderer on similar type of projects with HVAC and refrigeration maintenance experience.	The following documents to reflect the information captured in the schedule of projects: - Project title - Scope - Attach Letter of Award - Completion Certificates - signed by the Institution Client/Engineer /Principal Agent indicating successful completion of the above-projects	15 Points	15 Sub-points	Full information on three (3) projects of similar nature/scope in the past 2 years including project title, scope, letter of award and completion
			10 Sub-points	Full information on two (2) projects of similar nature/scope in the past 2 years including project title, scope, letter of award and completion
			5 Sub-points	Full information on one (1) project of similar nature/scope in the past 2 years including project title, scope, letter of award and completion
			0 Sub-points	No information or incomplete information.
3. Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project	Submission of a project-specific organogram, indicating the individual's role and qualification accompanied by CVs for all of them.	20 Points	20 Sub-points	Attach organogram with names of all project team members clearly outlining role and qualification accompanied by CVs.
			10 Sub-points	Attach organogram with names of all project team members clearly outlining role and qualification or only CVs.
			0 Sub-points	No submission or inadequate submission.
4. Proof of certification and SARACCA registration.	Submission of proof of certification and SAQCC registration.	30 Points	30 Sub-points	Certified refrigeration mechanic trade test and CATEGORY B gas handling registration with SAQCC.
			0 Sub-points	No submission of either the trade test or CATEGORY B gas handling registration or no submission at all.
5. Proof agreement and quote from chiller OEM for servicing of chillers for the duration of contract.	Submission of proof from chiller OEM (Trane) agreeing to subcontracting the servicing of chillers for the duration of the contract and also the cost associated with it.	25 Points	25 Sub-points	Attach agreement and quote from chiller OEM (Trane) indicating willingness to service chiller for the duration of contract.
			0 Sub-points	No submission.

TENDER EVALUATION CRITERIA AND SCORING PRICE AND BBBEE			
Evaluation Criteria	Deliverables	Points	
Price	The lowest responsive and responsible priced offer shall be allocated 90 points. All other responsive and responsible offers shall be allocated a prorated point value based on the lowest responsive and responsible priced offer.	80	Points
Broad Based Black Economic Empowerment (BBBEE)	The points allocated to each tenderer for Broad Based Black Economic Empowerment shall be based on the Broad Based Black Economic Empowerment Scorecard. In this regard, the points score for this criteria for each tenderer, shall be determined as follows:	20	Points
	· Level 1 Contributor	20	Points
	· Level 2 Contributor	18	Points
	· Level 3 Contributor	14	Points
	· Level 4 Contributor	12	Points
	· Level 5 Contributor	8	Points
	· Level 6 Contributor	6	Points
	· Level 7 Contributor	4	Points
	· Level 8 Contributor	2	Points
	· Non-Compliant Contributor	0	Points

DEPARTMENT OF HEALTH



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

CONTRACTUAL SECTION ONE VOLUME APPROACH

Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.

KZN Department of Health

Pietermaritzburg

3200

(033) 940 2518 - Tel Number

Employer:

Head: Health

KZN Department of Health

Private Bag X 9051

Pietermaritzburg

3200

Tel Number: (033) 940 2518

Fax Number:

Institution:

Various KZN Health Facilities

Bid Number: ZNB5242/2021-H

CIDB Grading: 3ME or above

ECDP Number: N/A

Project Code: N/A

Document Date: 20 April 2021

Contracting Party: _____

CIDB Registration number: _____

Central Suppliers Database Registration Number: _____



**Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract
for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.**

THE CONTRACT



Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.

C1 - AGREEMENT AND CONTRACT DATA



**Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract
for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.**

FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

Bid No - ZNB5242/2021-H



Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.

C.1.1 - FORM OF OFFER AND ACCEPTANCE

THE OFFER AND ACCEPTANCE FORM IS BOUND INTO **SECTION 1** (See end of Returnable Documents) OF THIS DOCUMENT AS PART OF THE RETURNABLE DOCUMENTS. ONCE A CONTRACT IS CONCLUDED WITH A SUCCESSFUL TENDERER, THIS PAGE WILL BE REPLACED WITH THE FILLED AND SIGNED OFFER AND SIGN ACCEPTANCE BY THE EMPLOYER AND IT WILL BECOME PART OF THE CONTRACT.

PLEASE SUBMIT THE OFFER AND ACCEPTANCE FORM WITH THE OTHER RETURNABLE DOCUMENTS.



Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.

C1.2 - CONTRACT DATA

C 1.2 CONTRACT DATA: with GCC for Construction Works - Second Edition 2010	
CONTRACT DATA FOR:	
Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.	
Bid no:	ZNB5242/2021-H
	The General Conditions of Contract are the clauses contained in the General Conditions of Contract (2010) (Second Edition) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained through most regional offices of the South African Institution of Civil Engineering, telephone number 011 805 5947 or by visiting their website at www.saice.org.za .
	CONTRACT SPECIFIC DATA The following contract specific data are applicable to this contract:
	CONTRACT VARIABLES This schedule contains all variables specific to this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the bid documents. Both the pre-tender and post-tender categories form part of this agreement . Spaces requiring information must be filled in, shown as 'not applicable' or deleted <u>but not left blank</u> . Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets. The Engineer/Principal Agent, in accordance with Clause 1.1.1.16, shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties as described in Clause 3.1.2.
Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:	
	PRE-TENDER INFORMATION
	CONTRACTING AND OTHER PARTIES
[1.1.1.15]	Employer: KZN-Department of Health Postal address: Private Bag X 9051 Pietermaritzburg 3200 Tel: (033) 940 2518
[1.2.1.2]	Physical address: 35 Hyslop, Townhill Office Park, Block 1 Pietermaritzburg 3200

Bid no:	ZNB5242/2021-H	
PART 1: DATA PROVIDED BY THE EMPLOYER		
[1.1.1.13]	Defects Liability Period The defects liability period is: A time measured from the date of the Certificate of Completion. Defects Liability Period is 12 Months Mechanical Defects Liability Period is 6 Months for Building Works	
Latent Defect Period		
[5.16.3]	The latent defect period is:	5 years
Documentation required before Commencement of the Works:		
[5.3.1]	The documentation required before commencement with the Works execution are;	
[4.3]	Health and Safety Plan	The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from Engineer, prior to the Commencement Date.
[5.6]	Initial Programme	The Contractor shall deliver his programme of work within 10 calendar days after notice from Engineer, prior to the Commencement Date.
[6.2]	Guarantee	Not Applicable
[8.6]	Insurance	Not Applicable
	Cash flow by contractor	The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from Engineer, prior to the Commencement Date.
	Priced Bill of Quantity	The Contractor shall deliver his Priced Bill of Quantity within 14 calendar days after notice from Engineer, prior to the Commencement Date.
	Programme	The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3
	Other requirements	
[5.3.2]	The time to submit the documentation required before commencement with Works execution is: 14 calendar days	

Non-Working days												
[5.8.1]	Non-Working days N/A Special non- working days N/A											
[5.8.1]	First Year end break - commences N/A ends on N/A Second Year end break - commences N/A ends on N/A Third Year end break - commences N/A ends on N/A Fourth Year end break - commences N/A ends on N/A											
[3.1.3]	Engineer/Principal Agent to consult with Employer The Engineer shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties.											
[6.2.1]	Security The time to deliver the deed of guarantee is Prior to site hand over in terms of clause 5.3.1 and 5.3.2.											
[6.2.1]	The liability of the Guarantee shall be for 0%. Please see Offer and Acceptance form for various option available to Bidder.											
Commencement Date Commencement date means the date of Site Hand over that should not occur prior to the Bidder receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.												
<p>The Agreement comes into effect on the date when; The tenderer <u>receives one fully completed original copy of this document</u>, including the Schedule of Deviations (if any)</p> <p>The agreement ("this document") consists of; 1. Agreement and Conditions of Contract. 2. Form of Offer and Acceptance. 3. Contract Data. 4. Scope of Works. 5. Site Information. 6. Drawings & documents referred to in the 1 to 4 above.</p> <p>(See Form of Offer and Acceptance)</p>												
[5.3.1]	The contractor shall commence executing the Works within 7 calendar days from the Commencement Date.											
[5.4.1]	Possession of the site will be given within 10 calendar days after the contractor has fulfilled the conditions (4.3, 5.6, 6.2, 8.6) and received the notification from the Employer of Site Hand Over where the contractor will receive one <u>fully signed</u> copy of the Form of Offer and Acceptance from the employer .											
[5.6.1]	The Contractor shall deliver his programme of work within 10 calendar days after notice from Engineer, prior to the Commencement Date.											
CONTRACT DETAILS												
[1.1.1.33]	Works description: Refer to document C3 – Scope of Work.											
[1.1.1.30]	Site description: Refer to document C4 – Site Information.											
Specific options that are applicable to a State organ only Where so :												
[6.10.6.2]	<p>1) Interest rate legislation: (a) in respect of interest owed <u>by</u> the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) in respect of interest owed <u>to</u> the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p> <p>2) Lateral support insurance to be effected by the contractor: <table border="1"><tr><td>Yes</td><td>X</td><td>No</td></tr></table></p> <p>3) Payment will be made for materials and goods <table border="1"><tr><td>Yes</td><td>X</td><td>No</td></tr></table></p> <p>4) Dispute resolution by litigation <table border="1"><tr><td>Yes</td><td></td><td>No</td><td>X</td></tr></table></p> <p>5) Extended defects liability period applicable to the following elements: <table border="1"><tr><td>Electrical and Mechanical</td></tr></table></p>	Yes	X	No	Yes	X	No	Yes		No	X	Electrical and Mechanical
Yes	X	No										
Yes	X	No										
Yes		No	X									
Electrical and Mechanical												
[8.6.1.1.2]	The Value of material, supplied by the Employer, and not included in the Contract Price, is: R0.00											
[8.6.1.1.3]	The amount to cover Professional Fees, not included in the Contract Price, for repairing damage and loss to be included in the insurance: 0% of the Contract Price											
[8.6.1.3]	The limit for indemnity for liable insurance is: Unlimited											
[6.5.1.2.3]	The percentage allowance to cover overhead charges for contractor and subcontractors, is: 00,0%											
[1.1.1.14]	Practical Completion Date The Practical Completion date is: A time measured from the Commencement date.											
[5.5.1]	For the works as a whole: The whole of the works shall be completed within: <table border="1"><tr><td>36</td><td>Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).</td></tr></table>	36	Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).									
36	Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).											
[5.13.1]	The date for practical completion shall be To be determined The penalty per calendar day shall be : 0.04% of the Contract Price, rounded to the nearest R10											

	For the works in sections:
	The date for practical completion from the commencement date and the penalty per calendar day:
[5.5.1] [5.13.1]	Portion 1: N/A 0.04% of the Contract Price, rounded to the nearest R10
[5.5.1] [5.13.1]	Portion 2: N/A 0.04% of the Contract Price, rounded to the nearest R10
[5.5.1] [5.13.1]	Portion 3: N/A 0.04% of the Contract Price, rounded to the nearest R10
[5.5.1] [5.13.1]	Portion 4: N/A 0.04% of the Contract Price, rounded to the nearest R10
[5.5.1] [5.13.1]	Portion 5: N/A 0.04% of the Contract Price, rounded to the nearest R10
[5.5.1] [5.13.1]	Portion 6: N/A 0.04% of the Contract Price, rounded to the nearest R10
[1.3.2]	The law applicable to this agreement shall be that of the: Republic of South Africa
[6.10.1.5]	The percentage advance on materials not yet built into the Permanent Works is: 80.00%
[6.10.3]	Percentage retention on amounts due to contractor is: The Percentage retention is nil. The only security required by the Employer will be such as selected by the Contractor on the Form of Offer and Acceptance and Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data. Maximum retention is: 0.00% of the Contract Price
[6.8.1] [6.8.2] [6.8.3]	Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the construction period exceeds 6 months and the contract exceeds R1,000,000.00, be subject to a Contract Price Adjustment Factor.
[6.8.2] [6.8.3]	Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule." must be replaced by "calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 indices (Revised 1 January 2013)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistic South Africa. Bidders are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works will not accept the submission by Bidders of lists of additional items."
[6.8.2] [6.8.3]	Where this contract is a Lump Sum contract, the contract will only be subject to Contract Price Adjustment Provisions (CPAP)(Revised 1 January 2013) where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings only.
[5.14.5]	The following clause must be added to clause 5.14.5: [5.14.5.6] The employers agent shall submit the final account within 3 calendar months to the principal agent.
[10.5] [10.5.3] [10.9.1]	The determinations of disputes shall be by ARBITRATION ONLY. The number of Adjudication Board Members to be appointed is: One Replace the last part of the clause with the following: "...on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators."
	Where CPAP is applicable, the contract sum will be adjusted in accordance with the Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as published by Statistics South Africa, dated 1 January 2013 and any amendments thereto: 1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities. 2) In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170. 3) Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Bidder's, will not be permitted. Alternative Indices: Not Applicable Details of changes made to the General Conditions of Contract for construction works (2010) Second Edition
[1.1]	Clause [1.1.1.5] COMMENCEMENT DATE – means the actual date of Site Hand over that should not occur prior to the Bidder receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance. [5.12.2.2] ABNORMAL CLIMATIC CONDITIONS - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (http://www.weathersa.co.za) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed. [6.2.1] CONSTRUCTION GUARANTEE – means an on demand guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the Offer and Acceptance Form and the contract data. CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of due completion date. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays. CORRUPT PRACTICE – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. FINAL ACCOUNT - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination. FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practise among bidders (prior to or after the bid submission) designed to establish tender prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:

- (a) in respect of interest owed by the **employer**, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and
- (b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

	<p>[1.1.1.16] ENGINEER/PRINCIPAL AGENT – means the person or entity appointed by the Employer and named in the Contract Data as the Engineer/Principal Agent to act as agent of the Employer. In the event of an Engineer/Principal Agent not being appointed, then all the duties and obligations of an Engineer/Principal Agent as detailed in the Contract shall be fulfilled by a representative of the Employer as named in the Contract Data. (Hereafter referred to as Engineer)</p> <p>[1.1.1.21] GENERAL ITEMS - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.</p>
	<p>[4.4.1] Add the following to the clause 4.4.1: "The Contract shall only use subcontractors who are duly registered with the CIDB and who has an ACTIVE status at the time of submitting the bid"</p> <p>[6.2.1] Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of Guarantee under "GUARATEE OPTIONS".</p> <p>[6.10.6.2] Replace "at the prime overdraft rate, as charged by the Contractor's Bank," with "...at the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975)." Omit "on all overdue payments from the date on which the same should have been paid..." and replace with "only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue..."</p>
[5.12.3]	<p>SPECIAL CONDITIONS OF CONTRACT</p> <p>Omit clause 5.12.3 and add the following:</p> <p>"5.12.3. If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable as are appropriate regarding to any other compensation which may already have been granted in respect of the circumstances concerned. The reasons for extension of time that would invoke payment of time related General Items are inter alia;</p> <p>5.12.3.1 Failure to give possession of the site to the contractor.</p> <p>5.12.3.2 Making good physical loss and repairing damage to the works where the contractor is not at risk.</p> <p>5.12.3.3 Contract instructions not occasioned by default by the contractor.</p> <p>5.12.3.4 Failure to issue construction information timeously or the late issue of a contract instruction following a request from the contractor.</p> <p>5.12.3.5 Late acceptance by the principal agent of a design undertaken by a selected subcontractor where the contractor's obligations have been met.</p> <p>5.12.3.6 Suspension or cancellation termination invoked by a nominated or selected n/s subcontractor due to default by the employer or the principal agent.</p> <p>5.12.3.7 Insolvency of a nominated subcontractor.</p> <p>5.12.3.8 A direct contractor.</p> <p>5.12.3.9 Opening up and testing of work and materials and goods where such work is according to in accordance with the contract documents.</p> <p>5.12.3.10 The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate.</p> <p>5.12.3.11 Late or failure to supply materials and goods for which the employer is responsible.</p> <p>5.12.3.12 Suspension of the works."</p>
[5.14.5.1]	Omit entire clause 5.14.5.1
[5.16.4]	Add the following new clause "5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract: <p>5.16.4.1. The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."</p>
[6.2.2]	Replace the following "...it shall be deemed that the Contractor has selected a security of ten percent retention of the value of the Works." with "...it shall be deemed that the Contractor has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax."
[6.2.3]	Add to clause 6.2.3 the following "The Contractor shall provide proof of paid-up premium payments to accompany his payment certificate as proof that his performance guarantee has not expired yet. The Contractor will not receive payment without proof of the validity of their performance
[9.3.2.2]	<p>Omit "without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property."</p> <p>Duties and functions of the Engineer requiring the specific approval of the Employer BEFORE execution of any part of these duties are as follows:</p> <p>(a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination. Omit "Engineer" in clause 42.2 and</p> <p>(b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the Contractor UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the Employer.</p> <p>(c) Insurance policies to be approved by the Employer within 21 days of the date of the Commencement of the Works.</p> <p>(d) Any notice of disagreement raised by the Contractor or written Dispute Notice given by the Contractor to the Engineer shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination.</p> <p>(e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the Engineer, to the Employer for final approval and signature. The certificates shall not be considered as officially issued until signed by the</p> <p>MANAGING PROJECT DURATION</p> <p>(a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item.</p> <p>(b) Activity-and total float shall belong to the Employer.</p> <p>(c) The Contractor shall deliver his programme of work within 10 calendar days after notice from Engineer, prior to the Commencement Date. It is a condition of this contract that, the contractor submit to the Engineer/principal agent a detailed CPM Programme which shall be to the approval of the Engineer/principal agent. In this regard tenderers are advised to consult with the Engineer/Principal Agent as to the format and requirements of the programme as no claim whatsoever will entertained should the programme fail to meet the requirements of the Engineer/Principal Agent. Failure to submit the programme within the stipulated time may result in the contractor being held in breach of contract.</p> <p>The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision.</p> <p>The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with inclement weather and claiming for delays in performance in this bill.</p> <p>Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained.</p> <p>(b) Claims for delays in performance due to inclement weather shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met:</p> <p>(i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work.</p> <p>(ii) The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.</p>

	<ol style="list-style-type: none"> The stoppage claimed must cause a delay in the Completion Date of work. If the critical activities can proceed and a non-critical activity is delayed due to inclement weather no claims for delay shall be granted. No claims for stoppages less than 2(two) hours per day shall be considered. Claims granted for more than 2 (two) hours, but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days. All claims shall be submitted in writing to the Principal Agent within one working day of the actual stoppage. The total delay in performance granted to the Contractor expressed in days shall be added to the contractual Completion Date of each section of the Works. The contractual penalty clause shall only come into effect after this newly arrived date. Total delays (in hours) will be rounded up or down to the nearest integer for the calculation of Working Days. The total hours (including lunch) per Working Day shall be 10 unless otherwise indicated on the Contractor's programme. Where the programmed delays for inclement weather exceed the actual delays incurred the Completion Date(s) will not be adjusted. Where the project includes builder's holidays the programmed durations for inclement weather shall be adjusted pro-rate to the actual Working Days. The total of all monthly delays due to inclement weather shall be calculated in accordance with the example given below: 																																								
	<table border="1"> <thead> <tr> <th rowspan="2">Description</th><th colspan="5">Months</th><th rowspan="2">Total</th></tr> <tr> <th>Sept Hours</th><th>Oct Hours</th><th>Nov Hours</th><th>Dec Hours</th><th>Jan Hours</th></tr> </thead> <tbody> <tr> <td>Programmed Rain days</td><td>0</td><td>30</td><td>30</td><td>15</td><td>15</td><td>90</td></tr> <tr> <td>Actual Rain days</td><td>16</td><td>22</td><td>35</td><td>15</td><td>18</td><td>106</td></tr> <tr> <td>Difference</td><td>-16</td><td>8</td><td>-5</td><td>0</td><td>-3</td><td>-16</td></tr> <tr> <td colspan="6">Estimated Extension of time - in working days</td><td>2</td></tr> </tbody> </table> <p>8 hrs/day*</p> <p>See point 5.2 in the Scope of Works for the specific days the bidder must allow for in this contract.</p>	Description	Months					Total	Sept Hours	Oct Hours	Nov Hours	Dec Hours	Jan Hours	Programmed Rain days	0	30	30	15	15	90	Actual Rain days	16	22	35	15	18	106	Difference	-16	8	-5	0	-3	-16	Estimated Extension of time - in working days						2
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Bid no:	ZNB5242/2021-H	Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR:																																							
	POST-TENDER INFORMATION Note: All information for this section requires consultation with the Contractor . The Engineer/Principal Agent shall not pre-select any of the alternatives available to the Contractor .																																								
1	CONTRACT DETAILS																																								
[1.1.1.9]	Contractor Name:																																								
[1.2.1.2]	Postal address: Tel no Fax no Tax / VAT Registration No: e-mail Physical address:																																								
[1.1.1.10]	The accepted contract price inclusive of tax is R : [Amount in words] Payment Of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)																																								
	<table border="1"> <tr> <td>The preliminaries amounts shall be paid in terms of:</td><td>*Alternative A</td><td>Yes</td></tr> <tr> <td></td><td>**Alternative B</td><td>N/A</td></tr> </table> <p><i>* Assessed by the Engineer/Principal Agent as an amount prorated to the value of the Work duly executed in the same ratio as the Preliminaries bears to the Contract Price excluding VAT, Preliminary amount, Contingencies and any CPAP.</i></p> <p><i>** Calculated from the priced Bill of Quantity/Lump Sum document. The Contractor and the Engineer/Principal Agent shall agree on a division of the priced Preliminaries items into: initial establishment charge, monthly charge and final disestablishment charge.</i></p> <p>If the Contractor and the Engineer/Principal Agent can not agree, within 10 Working Days from the Commencement Date, on such a division then the Engineer/Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;</p> <p>0% of the General Items/Preliminaries amount shall not be varied</p> <p>0% of the General Items/Preliminaries shall only be varied in proportion of the Contract Price to the Contract Sum</p> <p>0% of the General Items/Preliminaries shall be varied in proportion to the revised Construction Period compared with the initial Construction Period.</p>		The preliminaries amounts shall be paid in terms of:	*Alternative A	Yes		**Alternative B	N/A																																	
The preliminaries amounts shall be paid in terms of:	*Alternative A	Yes																																							
	**Alternative B	N/A																																							
Alternative A	Adjustment of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11) For the adjustment of Preliminaries both the Contract Sum and the Contract Value (including tax) shall exclude the amount of Preliminaries, all Contingency Sum(s) and any provision for Cost Price Adjustment Provisions:- - An amount which shall not be varied. - An amount varied in proportion to the contract value as compared to the Contract Sum. - An amount varied in proportion to the Construction Period as compared to the initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement. The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section If the Contractor and the Principal Agent cannot agree, within ten (10) Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows; 10% of the amount shall not be varied 15% varied in proportion of the Contract Value to the Contract Sum 75% varied in proportion to the revised Construction period compared with the initial Construction Period Sectional Completion : Subdivision of Preliminaries Costs																																								

For the adjustment of preliminaries for sections of the work the value of fixed, value, and time related amounts of the preliminaries for each section is required. The contractor is to provide such information within fifteen (15) working days of taking possession of the site, failing which the categorised preliminaries amounts shall be prorated to the value of each section.

The above shall apply equally for projects where sectional completion was not contemplated at tender stage but subsequently occurred on an adhoc basis during construction of the works as agreed between the client and the employer. The original priced categorised amounts for fixed, value, and time related amounts shall be prorated to the value of each section.

When an extension of time has been granted in terms of the GCC and the preliminaries require to be adjusted accordingly, the pertinent sectional (subdivided) categorised preliminaries amounts shall be utilised, where applicable and not the overall preliminary amounts.

Where sectional completion is required in terms of the agreement, the Contractor shall provide the Principal Agent with the division of the above categorized amounts into sections. Should the Contractor fail to provide such information within the period stipulated the categorized amounts shall be prorated to the value of each section.

YES

yes / no

	or
Alternative B	The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme.
	<div>NOyes / no</div> <div>The contractor is informed that only option 'A' shall apply</div>
2 DOCUMENTS	
	<div>Contract documents marked and annexed hereto:</div> <div>Priced Bills of Quantities:<div>Yes<div>X</div>No<div></div></div>Lump Sum document :<div>Yes<div></div>No<div>X</div></div><div>Guarantee Options:</div><div>Not applicable</div><div>2.2 DESIGN BRIEF</div><div>Not applicable<div></div>YES or NO</div><div>2.3 DRAWINGS</div><div>No<div></div>YES or NO</div><div>See list of drawings/Annexure's attached to this document.</div><div><div></div>YES or NO</div><div>2.4 DESIGN PROCEDURES</div><div>No<div></div>YES or NO</div><div>Not applicable</div><div>Contract drawings:<div>Yes<div></div>No<div>X</div></div>Other documents:</div></div>
	<div>Waiver of the Contractors lien or right of continuing possession is required.</div> <div>YES</div>
3 SIGNATURES OF THE CONTRACTING PARTIES	
	<div>Thus done and signed at.....onof20....</div> <div>Name of signatoryfor and behalf of the Employer who by signature hereof</div> <div>Capacity of signatoryas Witness.</div> <div>Thus done and signed at.....onof20....</div> <div>Name of signatoryfor and behalf of the Contractor who by signature hereof</div> <div>Capacity of signatoryas Witness.</div>



**Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for
Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.**

PART C2 - PRICING DATA



Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.

PART C2.3 BILL OF QUANTITIES



Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.

Item	Service Activities (Kindly refer to the servicing specification for detailed information on body cabinets, AHUs, Trane Chillers and split units)	Frequency in the 3 years	Price per service/item	Cost (excl VAT)
1	Conduct conditional assessment of all the HVAC and refrigeration systems for four (4) Harry Gwala Mortuaries	Once		R
2	Major service of 4 split units and HVAC system in Kokstad MLM (3 trox AHUs and 2 Trane chillers)	6 (Done every 6 months)		R
3	Minor service of 4 split units and HVAC system in Kokstad MLM (3 trox AHUs and 2 Trane chillers)	6 (Done every 6 months)		R
4	Major service of 3 split units and 4 x 3 tier body cabinets in Bulwer MLM	6 (Done every 6 months)		R
5	Minor service of 3 split units and 4 x 3 tier body cabinets in Bulwer MLM	6 (Done every 6 months)		R
6	Major service of 1 split unit and 3 body cabinets in Ixopo MLM	6 (Done every 6 months)		R
7	Minor service of 1 split unit and 3 body cabinets in Ixopo MLM	6 (Done every 6 months)		R
8	Major service of 1 split unit and 2 x 6 tier body cabinets in Bulwer MLM	6 (Done every 6 months)		R
9	Minor service of 1 split unit and 2 x 6 tier body cabinets in Bulwer MLM	6 (Done every 6 months)		R
Total Cost Excl. VAT				R
Total Cost Incl. VAT (@15%) – if VAT Vendor				R

Labour rates on call-out:

Item	Level of skill required	Rate/hour
1	Provision of a traded tested Artisan/ Air-condition unit practitioner	R
2	Provision of a semi-skilled labour rate per hour	R
3	Provision of an unskilled labour rate per hour	R

NOTE: The hourly rates must not form part of the total offer.

Fuel rates:

Item	Rate per km (Rands/km)
1	R



**Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract
for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.**

PART C3. SCOPE OF WORKS

C3.1 SCOPE OF WORKS
GCC FOR CONSTRUCTION WORKS (Edition 2 of 2010)

Scope of Works complied in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004

Project title:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.		
Bid no:	ZNB5242/2021-H	Project Code:	N/A

1	<u>SECTION 1</u>
	<u>EXTENT OF THE WORKS</u>
	1.1 EMPLOYERS OBJECTIVES Maintenance, Repair and Servicing of HVAC system in the Harry Gwala District mortuaries.
	1.2 OVERVIEW OF THE WORKS To carry out maintenance, repair and servicing of HVAC and refrigeration systems as per Bill of Quantities on an as required basis.
	1.3 EXTENT OF THE WORKS Scope of work will be based on an assessment carried out at each site and on specific job orders as per the specification.
2	5
	1.4 LOCATION OF THE WORKS Harry Gwala District Mortuaries
	1.5 TEMPORARY WORKS N/A
	<u>ENGINEERING</u>
	2.1 EMPLOYER'S DESIGN Not applicable
2	2.2 DESIGN BRIEF Not applicable
	2.3 DRAWINGS N/A

2.4	<p>DESIGN PROCEDURES</p> <p>Not applicable</p>
3	<p><u>PROCUREMENT</u></p> <p>3.1 PREFERENTIAL PROCUREMENT PROCEDURES</p> <p>This bid will be subject to the implementation of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 and the relevant Supply Chain Management Legislation and the KwaZulu-Natal Supply Chain Management Policy Framework published by the KwaZulu-Natal Provincial Treasury. Bidders are referred to www.kzntreasury.gov.za for access to the relevant documents.</p> <p>Bidders are advised to familiarize themselves with the contents of the KwaZulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of bids appeals and other matters.</p> <p>3.2 RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT</p> <p>NOTE : This project will be adjudicated as not exceeding R 50,000 000,00</p> <p>3.3 SCOPE OF MANDATORY SUBCONTRACT WORK</p> <p>Not applicable</p> <p>3.4 PREFERRED SUBCONTRACTORS/SUPPLIERS</p> <p>Not applicable</p> <p>3.5 SUBCONTRACTING PROCEDURES</p> <p>Not applicable</p>
4	<p><u>WORKS</u></p> <p>Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not.</p> <p>The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sums documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract.</p>

4.2	APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS See above 4.1				
4.3	PARTICULAR / GENERIC SPECIFICATIONS The Contractor is referred to the following documents whether attached to this document or not: <table border="0"> <thead> <tr> <th><u>SPECIFICATION</u></th><th><u>PAGES</u></th></tr> </thead> <tbody> <tr> <td>Health and Safety Specification</td><td>0</td></tr> </tbody> </table>	<u>SPECIFICATION</u>	<u>PAGES</u>	Health and Safety Specification	0
<u>SPECIFICATION</u>	<u>PAGES</u>				
Health and Safety Specification	0				
4.4	CERTIFICATION BY RECOGNIZED BODIES N/A				
4.5	AGRÉMENT CERTIFICATES Not applicable				
4.6	PLANT AND MATERIAL PROVIDED BY THE EMPLOYER Not applicable				
4.7	SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER Not applicable				
4.8	OTHER SERVICES AND FACILITIES The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration. The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed. The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.				
5	<u>MANAGEMENT</u>				
5.1	APPLICABLE SANS 1921 STANDARDS				
5.3	MANAGEMENT OF MEETINGS There will meeting(s) arrangement(s) between the succesful service provider and the representantives of the Department.				
5.4	FORMS FOR CONTRACT ADMINISTRATION The Employer shall provide all necessary forms.				
5.5	ELECTRONIC PAYMENTS The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.				
5.6	DAILY RECORDS				

5.7	<p>The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site.</p> <p>BONDS AND GUARANTEES</p> <p>The Contractor shall within 10 calendar days after receiving notice from the Engineer and prior to 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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data.</p>
5.8	<p>PAYMENT CERTIFICATES</p> <p>Requirements will be in accordance with the Employers prescriptions.</p>

5.9	<p>PERMITS</p> <p>The Contractor is advised that, in the case of an existing building or institution, all security measures in force will remain in operation and he must acquaint himself and his Employees with them as he and his Employees will at all times be subject to these measures.</p> <p>The Contractor will on no account extend his operations beyond the confines of the building site as indicated by the Employer and must ensure that all his Employees are made aware of these limits. Any Employee disregarding this instruction and found outside the limit of the building site without authority, shall be redeployed immediately and shall not again be employed on this Contract.</p> <p>The Contractor will be responsible for ensuring that this instruction is strictly enforced and must provide and remove upon completion or when directed, such other necessary temporary barriers, fences, etc., as may be required and is to allow opposite this item for any charges he may wish to make in this connection.</p> <p>The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site</p>
5.10	<p>PROOF OF COMPLIANCE WITH THE LAW</p> <p>The following certificates must be provided before first delivery is taken:</p> <ul style="list-style-type: none"> - Mechanical Compliance Certificate, where required.
5.11	<p>INSURANCE PROVIDED BY THE EMPLOYER</p> <p>Not Applicable</p>
Clause Numbers	<p><u>SECTION 2</u></p> <p><u>SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004</u></p>
	<p>4.1.7 The requirements for drawings, information and calculations for which the Contractor is responsible are:</p> <p>N/A</p>
	<p>4.2.1 The responsibility strategy assigned to the Contractor for the works is:</p> <p>Strategy A</p>
	<p>4.2.2</p>
	<p>4.2.3 Drawings & other info are to be submitted in accordance with the contractors programme</p> <p>N/A</p>
	<p>4.3 The planning, programme and method statement are to comply with the following:</p> <p>Not Applicable</p>
	<p>4.12.2 Fabrication drawings that the contractor is to provide to the employer are:</p> <p>None</p>

4.12.3	Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:
4.17.4	Requirement for detection apparatus
	None
4.22	WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE:
	[Provide list of applicable contractors]



Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.

PART C4. SITE INFORMATION

C4.1 SITE INFORMATION			
GCC FOR CONSTRUCTION WORKS (2 Edition of 2010)			
Project title:	Harry Gwala District Mortuaries: Three (3) Year HVAC and Refrigeration Maintenance Contract for Kokstad MLM, Ixopo MLM, Umzimkhulu MLM and Bulwer MLM.		
Bid No.	ZNB5242/2021-H	Project Code:	N/A
C4.1 Site Information			
C4.1	GENERAL		
(a)	All HVAC and refrigeration equipment is located in 4 different sites		
(b)			
(c)			
C4.2	GEOTECHNICAL INVESTIGATION REPORT		
(a)	Not applicable		

ANNEXURE A – Service Activities

Equipment	Minor Service	Major Service
Air Handling Unit and Duct Work	<ul style="list-style-type: none"> - Primary filters <ul style="list-style-type: none"> ○ Clean filter cells with high pressure cleaner ○ Clean from air leaving side of filter cell ○ Filter cell must be positioned with “ribs” vertical for cleaning, starting at the top of the filter cell. ○ Measure the pressure drop and record over the face of the filter, will serve as an accurate indication to which filters requires cleaning or replacement. ○ Ensure that the filter placement arrow aligns with the direction of air flow. - Secondary filters <ul style="list-style-type: none"> ○ Secondary filter cells should not be washed. ○ Gently tap frame of filter cell to loosen surface date. ○ Vacuum inside of pockets from air entering side. ○ Plenum Air Filter Frames ○ Inspect filter gaskets. Replace if needed. ○ Check that all filter clips are in position. - Cleaning instruction of Coil air entry side <ul style="list-style-type: none"> ○ Do not pressure clean or wash coils from this side as dirt will move further into the fins. ○ Inspect coil ○ Loosen any visible dirt with a soft brush ○ Remove loose dirt with a vacuum cleaner - Cleaning Instructions of Coil Air Exit Side <ul style="list-style-type: none"> ○ Inspect and clean coils with water or compressed air. ○ Water pressure should not exceed 8 Bar. ○ Air pressure should not exceed 8 Bar. ○ Do not exceed above pressures. ○ Do not clean vertically. Move jet horizontally from 	<ul style="list-style-type: none"> - All scope of work applicable to minor service - Centrifugal Fans: <ul style="list-style-type: none"> ○ Remove belt drive guard (Unit off). ○ Check fan vee-belts for correct tension and alignment and record. ○ Adjust or replace vee-belts if necessary. ○ Touch up paintwork on pulleys if necessary. ○ Check pulley bolts for tightness. ○ Check fan and motor hold-down bolts for tightness. ○ Check fan and motor bearings ○ Touch up paintwork on motor if necessary. ○ Replace belt drive guard. - Plug Fans: <ul style="list-style-type: none"> ○ Remove belt drive guard (Unit off). ○ Check nuts and bolts for tightness. ○ Verify the electrical connections. ○ Verify correct phase and voltages. ○ Replace belt drive guard. - Maintenance: Heater Banks (if applicable) <ul style="list-style-type: none"> ○ Confirm continuity (multi-meter) between different element steps, and OHS components. ○ Procedure: <ul style="list-style-type: none"> ○ Set multi-meter to continuity ○ Connect the COM of the multi-meter, to the respective neutral connection within the terminal. Contact the live of the multi-meter to the live connections within the terminal box (respectively, L1 to L3) Each element

	<p>side-to-side, starting at the top of the coil.</p> <ul style="list-style-type: none"> ○ Water and/or air jets must be strictly directed at right angles to the coil face. ○ Do not use wire brush. ○ Do not use acid cleaner. <ul style="list-style-type: none"> - Maintenance: Housing/Casing <ul style="list-style-type: none"> ○ Check unit housing for air leaks and seal where necessary. ○ Inspect roof waterproofing and repair as required (if applicable). ○ Treat corrosion where applicable with appropriate touch-up paint. - Cleaning Instructions: General <ul style="list-style-type: none"> ○ Clean and flush out coil drip trays, drain piping and traps. ○ Damage to the fins can be repaired using a thin blade or a fin comb. ○ Minor fin damage has little or no effect on coil performance. - Maintenance: Electrical Switch Panel/Terminal Box <ul style="list-style-type: none"> ○ Clean interior of panel and check all safety aspects. ○ Check for stable voltage and non-fluctuating current draw. ○ Ensure panel is air and water tight and lockable. ○ Check operation of run down timer. ○ Check operation of pressure switches, over-heat switch and fire stat. ○ Check fire interlock connection and operation. ○ Check and tighten all terminal screws and nuts. ○ Tighten all terminal screws, nuts and bolts. 	<p>step and OHS instrumentation needs to be tested.</p> <ul style="list-style-type: none"> - Note: Designated OHS settings: <ul style="list-style-type: none"> ○ Manual: 45 Degree Celsius ○ Auto : 55 Degree Celsius - Produce report upon completion of servicing - Inspect the duct work of any corrosion
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	<ul style="list-style-type: none"> - Maintenance: HRW (if applicable) <ul style="list-style-type: none"> ○ Inspect HRW rotor. Loosen any visible dirt with a soft brush. ○ Inspect and clean rotor with water or compressed air. ○ Water pressure should not exceed 60 Bar. ○ Air pressure should also not exceed 8 Bar. ○ Do not exceed above pressures. ○ The air and/or water jets must be strictly directed at right-angles to the rotor face surface. ○ Work from the centre of the rotor towards the outer circumference. ○ After cleaning with water, the residual water should be blown out of the rotor using compressed air. ○ Do not use wire brush. ○ Do not use acid cleaner. ○ Clean and flush out HRW drip tray ○ Check the tension of the HRW vee belt. It is self-adjusting - see below. However, stretching can occur but the belt can be easily shortened. <ol style="list-style-type: none"> 1.Rotor 2.Vee belt 3.Drive pulley 4.Vee belt connector 5.Motor 6.Motor bracket 7.Tension spring <p>The ball-bearings used on the HRW unit are low maintenance bearings suitable for temperatures up to +70 degrees C. Under normal operating conditions maintenance is not required.</p> <ul style="list-style-type: none"> - Maintenance: Heater Banks (if applicable) <ul style="list-style-type: none"> ○ Confirm continuity (multi-meter) between different 	
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	<p>element steps, and OHS components.</p> <ul style="list-style-type: none"> ○ Procedure: ○ Set multi-meter to continuity ○ Connect the COM of the multi-meter, to the respective neutral connection within the terminal. Contact the live of the multi-meter to the live connections within the terminal box (respectively, L1 to L3) Each element step and OHS instrumentation needs to be tested. <p>Note: Designated OHS settings: Manual: 45 Degree Celsius</p> <ul style="list-style-type: none"> ○ Auto : 55 Degree Celsius <p>- Produce report upon completion of servicing</p>	
Trane chiller	<ul style="list-style-type: none"> ○ Leak check the entire machine. ○ Tighten and check all electrical connections and check for burnt wiring. ○ Check all temperature sensors for calibration. ○ Clean the condenser coils. ○ Clean the chilled water strainer. ○ Check system superheat and sub-cooling. ○ Check and calibrate the safety controls. ○ Log the operation of the machine. ○ Report all defects noted. ○ Produce report upon completion of servicing 	<ul style="list-style-type: none"> ○ Check all Historic Diagnostics. ○ Leak check the entire machine. ○ Tighten and check all electrical connections and check for burnt wiring. ○ Check all temperature sensors for calibration. ○ Clean the condenser coils. ○ Clean the chilled water strainer. ○ Check system superheat and sub-cooling. ○ Up load latest Trane software. ○ Check and calibrate the safety controls. ○ Log the operation of the machine. ○ Carry out an oil analysis. ○ Report all defects noted. ○ Produce report upon completion of servicing
Split units	<ul style="list-style-type: none"> ○ Isolate air conditioner, lock out, and test for power. ○ Remove filters and wash with water. ○ Wash grilles. ○ Wash evaporator and cover with water. ○ Check drainage tray for blockages ○ Blow out drain pipe 	<p>- All scope of work applicable to minor service including the following:</p> <ul style="list-style-type: none"> ○ Isolate air conditioner, lock out, and test for power. ○ Open unit, wash evaporator coils and drain pan with air conditioner cleaner.

	<ul style="list-style-type: none"> ○ Ensure that the evaporator fins are clear of dirt and clean fins if necessary ○ Inspect fan motor and blades ○ Inspect PC Board (circuit board) ○ Inspect refrigerant piping insulation and condensate pump ○ Check all electrical devices and connections and correct if necessary ○ De-isolate. ○ Check operation and condition of unit. ○ Record supply and return air temperatures (off coil / on coil) ○ Check operation of thermostat (controller) ○ Check and record suction and discharge pressures of refrigerants (LP/HP) ○ Remove fan guard and check alignment and correct if necessary to get free rotation ○ Check operation of an expansion valves. Correct, repair or replace if necessary ○ Test condensate pump and remove any foreign particles. ○ Check that all bolts and screws are properly secured on fans and compressor ○ Inspect HP and LP switches and replace if necessary and check operation of the switches ○ Check correct operation of LCD screen ○ Test cooling and heating operation ○ Report any defects to supervisor signing job card. ○ Obtain signature for job card 	<ul style="list-style-type: none"> ○ Wash filters and cover with water. ○ Brush out evaporator fan blower. ○ Reassemble unit ○ Wash out condenser unit with air conditioner cleaner and rinse with water. ○ Test run and check gas. Top up as required. ○ De-isolate. ○ Check electrical connection and condition of unit. ○ Report any defects to supervisor signing job card. ○ Obtain signature for job card ○ Provide servicing report with all required parameters/information
Body cabinets and walk-in cold rooms	ROUTINE MAINTENANCE - CLEANING: WARNING: DISCONNECT ELECTRICAL POWER SUPPLY BEFORE CLEANING ANY PARTS ON THE UNIT. <ul style="list-style-type: none"> ○ Use warm soapy water to clean the storage cabinet and 	<ul style="list-style-type: none"> - All that is applicable to minor maintenance ELECTRICAL AND PANEL <ul style="list-style-type: none"> ○ During normal cold room and freezer operation, check the electrical panel of hot

	<p>doors. Never use chemicals containing grit, abrasive materials, bleach or harsh chemicals. Rinse thoroughly and dry with a clean soft cloth.</p> <ul style="list-style-type: none"> ○ The condenser coil (radiator) must be cleaned regularly for optimal performance. The condenser coil must be cleaned a minimum of once every month. ○ Ensure that air freely circulates through the condenser coil as the unit's performance and operating efficiency are significantly affected by the amount of air passing through the condenser coil. ○ Ensure that condenser coil fins are not clogged and blocked with debris which greatly reduce the refrigeration performance. NB: Failure to keep the coil fins clean may cause premature compressor failure which will not be covered by warranty. <p>CONDENSER AND EVAPORATOR</p> <ul style="list-style-type: none"> ○ The condensing unit is located behind the slotted access panel at the rear of the cabinet. The panel can be removed by removing the fastening screws. ○ Carefully clean dirt and debris from the condenser coil using a vacuum cleaner or a soft brush. ○ Never use a wire brush. ○ Check that the evaporator fins are clear of dirt and comb fins if necessary ○ Check cooling operating parameters and adjust accordingly adjust all system temperatures to correct operational range. ○ Inspect fan motor and blades. ○ Scrape, treat and paint rust on the evaporator and condenser ○ Calibrate dial thermometers. ○ Test (vibration analysis and temperature) bearings for condenser fan and evaporator fans for each system. 	spots (by performing thermography)
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	<ul style="list-style-type: none"> ○ Check operation of the timer. ○ Check operation of an expansion valves. Correct, repair or replace if necessary ○ Check for condensate drain system. Test condensate AND remove any foreign particles. ○ Check operation of thermostat (controller). Record any abnormalities ○ Check and record suction and discharge pressures of refrigerants (LP/HP) ○ Remove fan guard and check alignment and correct if necessary to get free rotation ○ Check that all bolts and screws are properly secured on fans and compressor ○ Inspect and test HP and LP switches for correct operation. ○ Check/inspect all electrical devices (controllers, contactors, relays) and electrical wiring connections tightness in the electrical panel and correct if necessary. Record all abnormalities and report accordingly. ○ Examine condenser coil and comb fins if necessary ○ Inspect refrigerant piping insulation and condensate pump ○ Check and record any leakage of refrigerant or recovered refrigerant. ○ Leak test on both lines (suction and discharge) for the whole system and repair any leak ○ Clean evaporator drainage system. ○ Check drainage system on the condenser. ○ Check the solenoid valve operation on defrost and ensure correct functionality. ○ Check and calibrate all transmitters, gauges, sensors and controllers 	
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	<p>COMPRESSORS, DISCHARGE AND SUCTION LINE</p> <ul style="list-style-type: none"> ○ Note down compressor amperages before and after service ○ Eliminate any undue noise or vibration for each system. Check the entire system for loose components and tighten accordingly. ○ Test and note down oil leaks or refrigerant leaks for each systems. Repair all found leaks. ○ Get the refrigerant level right by refilling if level has dropped for each system. Ensure that the refrigerant is dry. ○ Bring HP up and ensure that HP cut-out trips at correct pressure, Note down the settings. ○ Bring LP down and ensure that LP cut-out at correct pressure, Note down the setting ○ Check and calibrate all transmitters, sensors and controllers <p>ELECTRICAL AND PANEL</p> <ul style="list-style-type: none"> ○ Clean out the panel (blow dry and wipe) and test operation of all power isolator, circuit breakers and contactors. Ensure that all electrical terminals are tightened. ○ Ensure that all protections are operational. ○ Correctly set the defrost intervals for the system. ○ Set defrost elements, door and drain heaters timers to correct operational (Freezer rooms only). Also check element amperage and resistance. <p>TEMPERATURE CONTROL</p> <ul style="list-style-type: none"> ○ It is factory pre-set with a built-in defrost sequence of defrost time of the evaporator coil, verify operation. ○ Confirm thermostat temperature. 	
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ANNEXURE B – Bid and Contract Information

1. INTRODUCTION

HVAC system refers to the Heating and Ventilation Air Conditioning (HVAC) System. The goal of the heating, ventilating, and air conditioning system is to create and maintain a comfortable environment within a building. A comfortable environment, however, is not just limited to temperature and humidity but also includes the air movement, fresh air and cleanliness. An air-conditioning system, must accomplish four objectives simultaneously which are to: control air temperature; control air humidity; control air circulation; and control air quality.

A heating system ("H" in HVAC) is designed to add thermal energy to a space or building in order to maintain some selected air temperature that would otherwise not be achieved due to heat flows (heat loss) to the exterior environment. A ventilating system ("V") is intended to introduce air to or remove air from a space -- to move air without changing its temperature. Ventilating systems may be used to improve indoor air quality or to improve thermal comfort. A cooling system ("C" is not explicitly included in the HVAC acronym) is designed to remove thermal energy from a space or building to maintain some selected air temperature that would otherwise not be achieved due to heat flows (heat gain) from interior heat sources and the exterior environment. Cooling systems are normally considered as part of the "AC" in HVAC; AC stands for air-conditioning.

A typical HVAC system consists of the main components being the compressor, the condenser, the evaporator, the air filters, and liquid drier. These components are shown in figure 1 below. -

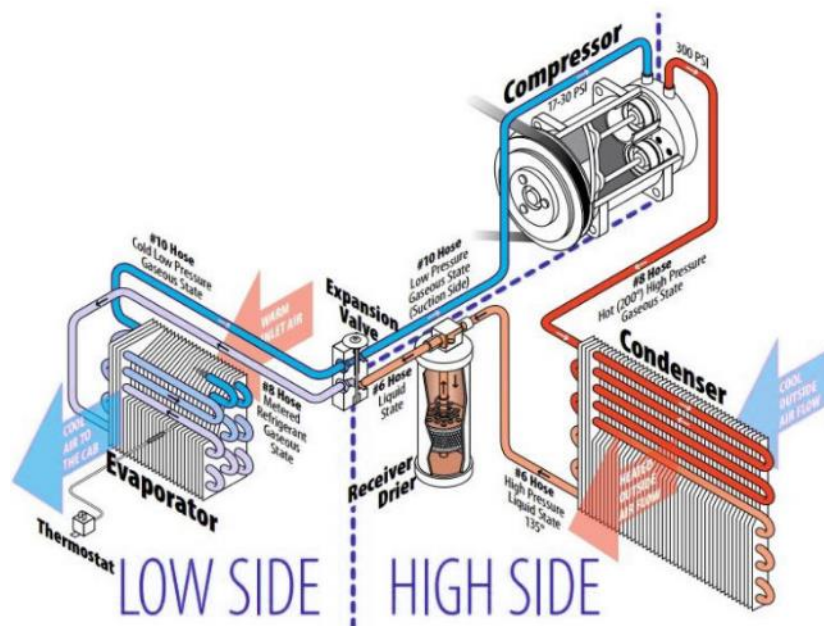


Figure 1: Components of the HVAC System

To ensure proper operation, reliability, availability and long term in-service health of the HVAC system, it is very crucial that the system be properly maintained as per the manufacturers' recommendations.

2. INSTALLATIONS IN HARRY GWALA HEALTH DISTRICTS FORENSIC MORTUARIES

Harry District has Kokstad MLM as the biggest MLM in the district. This mortuary has an HVAC System and 4 split units installed. The 4 split air-conditioning units are supplying conditioned air to the offices. The air handling unit at this facility is the air cooled type, has a chiller plant and supplies conditioned air to the autopsy room.

The UMzimkhulu MLM, on one hand, has four (4) split air conditioned unit supplying conditioned air to the Park Home that is used as administrative block.

The three mortuaries, with an exception of Kokstad MLM, have body cabinets.

2.1 HVAC System

3. HVAC SYSTEMS MAINTENANCE

There are two (2) fundamental types of HVAC System maintenance that the successful contractor must perform, namely "preventative" and "reactive/corrective" maintenance. The contractor must work more towards maximum preventative maintenance, preferable to maintain 80:20 ratio (preventative to reactive) at all times.

3.1 Preventative Maintenance

This type of maintenance is best defined as: regular activities performed on the equipment to keep it functional in order to prevent failure. This involves inspection, condition monitoring, testing, cleaning etc.

In order to achieve the maximum life of the HVAC and refrigeration system and associated accessories, attention must be focused on preventative maintenance. Each of the prescribed inspection and test activities, services and reactive maintenance must be conducted by a competent person and records must be kept in a dedicated "file".

The contractor must develop inspection and test, services and maintenance plans documents based on the following guide activities (with additions welcomed) for the approval by DoH Engineer within 14 days of the contract establishment.

The recommended preventative maintenance intervals for the HVAC and refrigeration system are as per the BoQ in the tender document and also the service activities are attached.

3.2 REACTIVE MAINTENANCE/MARK-UP ON MATERIALS, SPARE PARTS, PLANT AND EQUIPMENT

The reactive maintenance is triggered by a failure that usually requires that repairs be effected. This type of maintenance is best defined as: that maintenance activity that has to be performed when the equipment has already failed/broken to bring it in the serviceable operational state. In case of works needing materials or spares to do repairs, for completion of the allocated work, a maximum mark-up on the supplier's nett invoiced value, before the addition of VAT of materials and spare parts is allowed.

NB: *Approval for specifications of the items to be used and spares shall be obtained prior to the purchase of such items.*

This type of maintenance will be conducted by a successful Contractor on a cost-proven basis where parts, travelling and labour rates will be considered. The mark-ups are as per the below:

Mark up on bought out items

20% Maximum for value R0.00 to R299 999.99,

15% Maximum for value R300 000.00 to R500 000.00,

13% Maximum for value R500 000.00 and above,

4. MAINTENANCE SPECIFICATION

Details of the scope of work to be executed as part of preventative maintenance are provided in the service activities schedule attached in Annexure A.

4.1 EQUIPMENT DETAILS

Equipment in Kokstad	Kokstad
Trox Air Handling Units	2
Trane Chillers	1

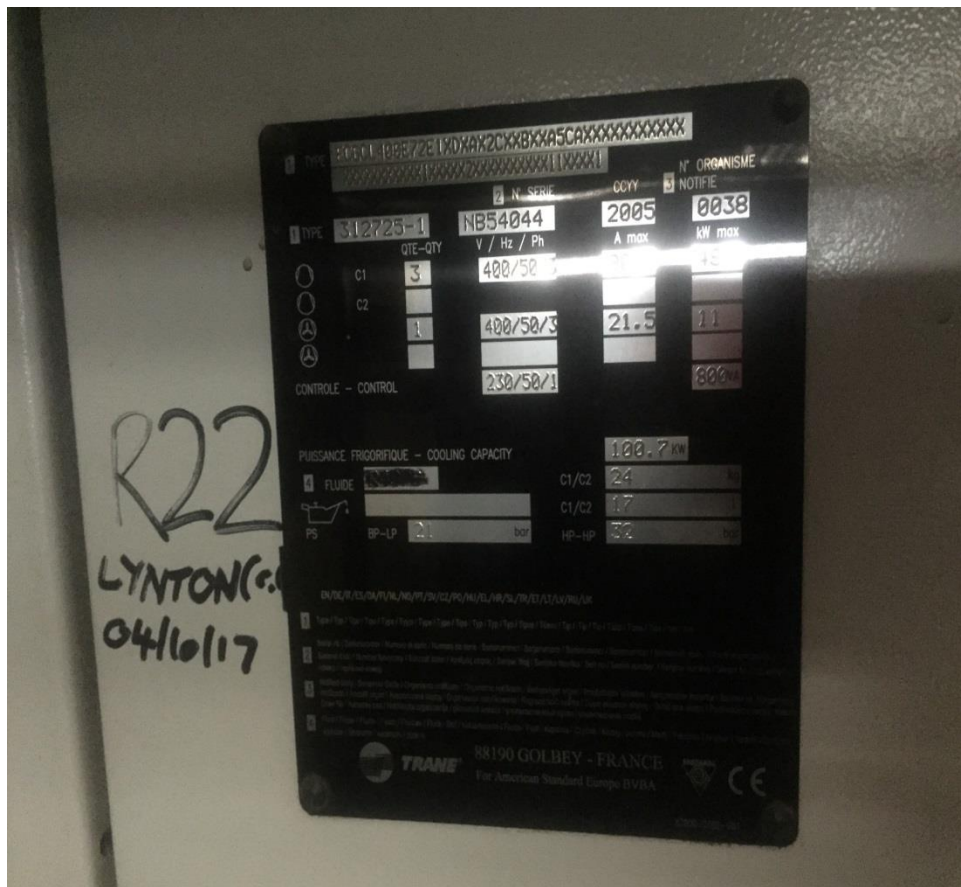
a) Trox Air Handling Unit – Zone 1



b) Trox Air Handling Unit – Zone 2



c) Trane Chiller



5. PURPOSE, SCOPE AND DEFINITIONS OF CONTRACT WORK CATEGORIES

The purpose of this three (3) year contract is to procure the services of a reputable, competent and accredited Service Provider to be able to execute maintenance and repair works on HVAC and refrigeration systems' in the Harry Gwala District Forensic Mortuaries – Kokstad, Ixopo, Bulwer and UMzimkhulu MLM.

6. DEFINITIONS OF WORK CATEGORIES

The work categories are as under:

Maintenance: (including preventive maintenance) defined as work required for the upkeep any existing electrical works, which is presently functioning, in operational order.

Repairs: defined as that work required to be executed on any existing electrical work, which is at present not functioning and must be returned to its original state of functioning by replacing it with new equipment of the same capacity/capability and technological features.

7. SERVICE LEVEL AGREEMENT

A successful bidder shall enter into a service level agreement (SLA) with the Department upon being awarded the Contract.

- 8.1. The service level agreement shall be entered and agreed upon within fourteen (14) days after awarding of the Contract.
- 8.2. The successful bidder must arrange a meeting with the Department's Engineer five (5) days after being awarded the Contract to discuss the SLA.

8. SITE SPECIFIC REQUIREMENTS

- 9.1. Upon arrival, the service provider shall provide the relevant certification for skilled personnel, together with ID or clear copy of ID. Semi-skilled and unskilled are required to produce clear ID.
- 9.2. For all scheduled work, prior arrangements (2 days before the start date) to visit site shall be made with the Facility Manager.
- 9.3. The work areas must be properly demarcated when work in progress and there must be no disruptions and no health and safety risks to people visiting and occupying the facility.

9. IMPLEMENTING WORK AND REPORTING ON SITE

- 10.1. All contractor employees are required to report to the Facility Manager or his delegated official **upon arrival and prior to departure/upon completion of work.**
- 10.2. Upon arrival and departure (completion of work), all contractor employees must sign the *Contractors Site Visit Register* which will be kept in the facility by the Facility Manager.
- 10.3. A job sheet must be completed on site by the service provider indicating the time worked for a job allocated. The job sheet is to be signed and stamped with a dated facility stamp by the facility manager or his/her delegated official on site. This will be issued to the awarded contractor.
- 10.4. The document required to effect invoice pay-out is as follows:
 - Instruction issued to carry out works on a particular scope.

- Job sheet, stamped (or signed) and dated by facility manager or his/her designated official.
- Report on scope executed.
- Service provider's invoice.

The work will be paid on the basis of time in job sheet and in accordance with the agreed contract rates.

10.5. Report must be sent to the DoH Infrastructure Engineer and the copy to the Facility Manager within 5 days of the works completion.

10. EQUIPMENT TO BE PROVIDED BY THE SERVICE PROVIDER

The service provider shall supply all plant, material, consumables and tools required to carry out the scope of work related to HVAC maintenance and repairs in the Harry Gwala Forensic Mortuaries.

Where a service provider is required to hire plant or equipment which does not form part of their normal HVAC and refrigeration scope of work, prior approval shall be obtained from the Department's Representative. The name of Department's Representative will be communicated to the appointed contractor.

11. MEANS OF COMMUNICATION

The contractor will be notified by phone call and of any fault by the Facility Manager or delegated Official. The phone call shall be made to both the Contractor and the designated Engineer. The phone call will be followed up by an email from the Facility Manager or delegated Official to the contact person of the contractor available 24/7. The contractor shall provide an alternative contact number and email address. The contractor employee(s) shall notify the engineer upon arrival on site by means of a SMS.

12. TERMINATION CLAUSE AND END OF CONTRACT

The Department of Health reserves the right to terminate the contract if the contractor breaches any of the agreements. All applicable conditions will be on the SLA.

If the Contractor, during the contract term, is suspected to be misinforming or misleading the department with regards to the plant status, or is supplying replacement parts that are not necessary, or supplying at a price way above the market price, or is suspected of sabotaging the plant all with the intention of making money from the Department, the Contractor will be subjected to investigation and disciplinary hearing which can lead to termination of Contract as well as deletion from the Government database which will prevent the contractor from conducting any form of business/work for Government.

The contract will be deemed as expired at end of 36 months from the date of agreeing and signing SLA or exhaustion of funding allocated to the contract.

13. REDUNDANT MATERIALS, SPARE PARTS, PLANT AND EQUIPMENT

Redundant material(s) which arise from repairs, stripping and work carried out must be removed from site and disposed of by the service provider. Such redundant material(s) parts are to be inspected, by the Department's representative to confirm that such parts are indeed defective. The contractor takes full responsibility of safe disposal of redundant materials. Upon disposal of redundant material(s), a disposal certificate/note shall be issued by the contractor to the facility for record keeping and proof that disposal was safely and correctly done.

All repair works shall be approved by the Engineer before being carried out by the Service Provider and the following shall apply;

- Upon inspections, service and (or) call out to the Service Provider and an equipment/component/plant/system is found to be in need of repairs, the service provider shall immediately notify the Engineer and the Facility manager of all necessary repairs that need to be conducted in the cold rooms and freezers.
- The service provider shall NOT commence with the repairs until instructed to do so by the Engineer through formal (sms, email, whatsapp) communications.
- The service provider will quote for all necessary repairs following submission of the report of findings and recommended scope of work.
- The service provider will be instructed by the Engineer or his designated official to proceed with all repairs below R150 000.
- All repairs above R150 000 will be subject to verification of the quote to be within the market price. In this case, other service providers will be given a chance to quote on the same scope of work and the cheaper quoted service provider will be instructed to proceed with the repairs work.
- All repairs above R250 000 will be subject to open bidding process. The work request will be assessed by the Engineer and will depend on the level of urgency of the work (whether it's emergency work or urgent).

14. INVESTIGATION, TESTING AND COMPLETION OF THE WORKS

The service provider shall conduct a root-cause analysis for incidents reported and produce a report with recommendations to prevent the same issue from reoccurring. The service provide shall rectify and satisfy him/herself that the works completed are tested, completed and to specification in all respects, and to the satisfaction of the responsible official before handing over to the Department. The traded artisan is deemed as a competent supervisor for the supervision of the works. It is not the responsibility of the Department, or it's duly appointed representatives, to perform such functions on behalf of the service provider.

15. AVAILABILITY AND RESPONSE TIME TO BREAKDOWNS

The service provider is required to be available twenty-four (24) hours per day, seven (7) days per week, including public holidays, to respond to breakdowns as and when instructed to do so.

Normal cases

The service provider's response time must be 4 hours maximum from the time a fault is reported for normal cases or not life threatening cases.

Emergencies

When a service provider is appointed as the responsible service provider at a specific institution/building/facility for a specific period, the service provider's response time must be 2 hours maximum from the time a fault is reported for emergencies.

If an emergency fault or matter reported is not attended to within a particular time of the time of reporting, a penalty shall be imposed, to be detailed on the SLA. A contact number and an email address shall be provided by the service provider for 24 hour contact to report faults.

16. COMPLIANCE TO OHS ACT

The works shall be carried out in full compliance to Occupational Health and Safety Act and Regulations and all relevant Acts and Standards. All safety precautions required for working on electrical systems shall be taken into account and a risk assessment shall be conducted by the service provider. Suitable personal protective equipment shall be worn at the time of duty. The contractor is fully liable for safety and security of his personnel and shall indemnify the Department of Health for all incidents

17. APPLICABLE RATES

17.1 Labour

The standard applicable labour rates are included in the line items the contractor quotes for. The labour rates will only apply during repairs. These labour rates are taken to cover all of the service provider's supervision, administration and overhead costs, printing of standard service schedules, consumables, insurance, sundries and preliminaries and profit.

The labour rates will remain firm for the thirty six (36) months of the contract period.

17.2 Travel and Transport

The Contractor will be reimbursed for any travelling and transportation of employees or provision of normal tools, etc. required for carrying out the agreed scope of work as per the quoted for rate in the tender document for repair works.

Contractor's hourly rate will not be applicable when travelling to and from site during repairs. Hourly rates are applicable when employees are on site busy carrying out work as per the callout instructions.

In the case of call-outs, the contractor's applicable fuel shall be as per quoted for fuel rates.