Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE

BID TENDER NO:
JGR5-26/27-007

TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.

BIDDER: _____

CSD REGISTRATION: _____

CLOSING DATE: 03 DECEMBER 2026

CLOSING TIME: 11H00

ENQUIRIES:

SUPPLY CHAIN MANAGEMENT
EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE
THEMBA KOJANA OFFICE PARK
N6 ROAD
MALETSWAI

SCM RELATED ENQUIRIES
Enquires: Mr. T. Nyokana
Email Address: tieho.nyokana@ecdpw.gov.za
Tel No: 066 486 5055

TECHNICAL ENQUIRES
Enquires: Mr. N. Velem
Email Address: Ndyebo.Velem@ecdpw.gov.za
Tell No.: 079 912 7973

Fraud, Complaints & Tender Abuse Hotline:
0800 701 701 (toll free number



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THE TENDER

PART T1
TENDERING PROCEDURES

PART T1.1: TENDER NOTICE AND INVITATION TO TENDER

T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Public Works and Infrastructure invites contractors with a CIDB Grading of **2 SO or higher** in the following Class of works **(SO)** to tender for the **TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.** The contract will be based on the NEC3 TERM SERVICE CONTRACT: APRIL 2013 and the Eastern Cape Public Works and Infrastructure will enter into a contract with the successful tenderer.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.

Bid documents are downloadable free of charge from Eastern Cape Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders). Bid documents will be available on **12 November 2026**. No bid documents will be available at departmental offices.

Queries relating to the issue of these documents may be addressed in writing to SCM email: tieho.nyokana@ecdpw.gov.za **Technical enquiries:** may be addressed in writing to **Mr. N. Velem** – email: Ndyebo.Velema@ecdpw.gov.za

The closing time for receipt of tenders by the ECDPWI is **11:00am** on **03 December 2026**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked **"JGR5-26/27-007: TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS."** must be deposited in the bid box at **DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, N6 ROAD, THEMBA** KOJANA BUILDING, MALETSWAI, 9750.

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility for wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. No bid documents to be delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not deposited in the Bid Box in time.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (https://secure.csd.gov.za). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

B. BID EVALUATION:
This bid will be evaluated in Two (2) phases as follows:

Phase One: Compliance, responsiveness to the bid rules and conditions, thereafter they will be evaluated on PPPFA.
Phase Two: Bidders passing phase one above will thereafter be evaluated on PPPFA.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	80 points
Maximum points for Specific goals	-	20 points
Maximum points	-	100 points

C. BID SPECIFICATIONS, CONDITIONS AND RULES
The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data

The Department of Public Works and Infrastructure SCM policy applies.

Tender validity period is **84 days.**

D. TENDER SUBMISSIONS:
Bids must be submitted in sealed envelopes clearly marked **"JGR5-26/27-007": "TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS."** must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, N6 ROAD, THEMBA KOJANA BUILDING, MALETSWAI,9750.**

E. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

- **SCM RELATED ENQUIRIES**
  Mr. T. Nyokana
  Tel No: 066 486 5055
  Email Address: tieho.nyokana@ecdpw.gov.za

  TECHNICAL ENQURIES
  Mr. N. Velem
  Tel No.: 079 912 7973
  Email Address: Ndyebo.Velem@ecdpw.gov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:
Call: 0800 701 701

PART T1.2: TENDER DATA

T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender.*
SANS 10845-3 makes 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 provisions of SANS 10845-3 *and* as contained in **Annexure C** of **Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019).**

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is Public Works and Infrastructure – Eastern Cape Province
3.2	The tender documents issued by the employer comprise the following documents: **THE TENDER** **Part T1: Tendering procedures** T1.1 - Tender notice and invitation to tender T1.2 - Tender data **Part T2: Returnable documents** T2.1 - List of returnable documents T2.2 - Returnable schedules **THE CONTRACT** **Part C1: Agreements and Contract data** C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Dispute Resolution Mechanism **Part C2: Scope of work** C3 - Scope of work **Part C3: Site information** C4 - Site information **Part C4: Pricing data** C2.1 - Pricing Instructions C2.2 - Bills of Quantities
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's agent is: Name: Ndyebo Velem Department of Public Works & Infrastructure N6 Road, Themba Kojana Building Maletswai 9750 Tel: 079 912 7973 E-mail: Ndyebo.Velem@ecdpw.gov.za
3.5	The language for communication is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two (2) stage procurement procedure shall be applied.



4	**Tender's obligations**
4.1	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB **Grade 2SO or higher** class of construction work; and Joint ventures are eligible to submit tenders provided that: 1. Every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the grade2EBclass of construction work; 3. the combined contractor grading designation calculated in accordance with the Construction industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB **Grade 2SO or higher** class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations. 4. Joint Venture Agreement.
4.2	The employer will compensate the tender as follows NEC3 TERM SERVICE CONTRACT: APRIL 2013, The employer **will not** compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	**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.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	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.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
4.8	**Seek clarification** *Request clarification of the tender documents, if necessary, by notifying the employer at least* ***5 (Five) working days*** ***before the closing time stated in the tender data.***
4.9	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. 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. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.

4.10	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.11	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) The parts communicated electronically by the employer of its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of **N/A** is required and shall remain valid for a period not exceeding **N/A** days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.4	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: **Location of tender box: DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, N6 ROAD, THEMBA KOJANA BUILDING, MALETSWAI, 9750.** **Identification details: JGR5-26/27-007: "TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS."** **Closing time and date: 03 December 2026** at **11:00**
4.13.5	The tenderer is required to submit with his tender the following certificates: 1) A copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. *In the case of a Joint Venture/Consortium/each party must submit a separate* CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. 2) CIDB Grading certificate or CRS number.
4.13.6	A two-envelope procedure will not be required.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does 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.
4.14	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. 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. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The tender offer validity period is **84 days**.

	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. 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. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.15.2	**Placing of contractors under restrictions / withdrawal of tenders** If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure Procurement and Delivery Management and also on **CIDB** Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.
4.16	Access shall be provided for the following inspections, tests and analysis: **N/A**
4.17	The preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPWI policy
5	**Employer's undertakings**
5.1	The Employer will respond to requests for clarification received up to **Ten (10)** working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.
5.2	The employer shall issue addenda until **Ten (10)** working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at **11:00am hours.**
5.4	Do not disclose to tenderers, or to any 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.
5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

5.6	**Arithmetical errors, omission and discrepancies** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.
5.7.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule. Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1[a]	Option 2[a]
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$	$A = P/P_m$
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$	$A = P_m/P$
a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.		

5.7.2	The procedure for the evaluation of responsive tenders is **Method 2: Administrative, Price and Preference** Phase 1: Administrative requirements and Mandatory requirements Phase 2: Price and preference (80/20 system)
	1. PHASE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES **Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:** 1. Bid Document (This Document must be submitted in its original format) **2.** Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted. **3.** Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. The status on CIDB must be active. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage). **4.** Bidders must be a legal entity or partnership or consortia. **5.** Form of offer and Acceptance (fully completed and signed). **6.** SBD 4- Declaration of Interest (fully completed and signed). **SBD4 must be duly completed and signed. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1.** **7.** Incomplete or unsigned or poorly completed forms **SBD 4 will lead to a bidder being declared non-responsive.** **8.** If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered.

10. If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern.
11. Resolution to Sign (must be completed, if applicable).
12. Declaration of Employees of the State or other State Institutions.
13. Only one offer per bidder is allowed and alternative offers will not be considered. If more than one offer is received, none of the offers will be considered.
14. The bidder must submit a valid employment contract of an employee who is qualified as an Artisan Plumber, a copy of certified certificate endorsed by Quality Council for Trades and Occupations (QTCO) should be submitted. In case the Artisan Plumber is the director, there is no need to submit employment contract but only the trade test certificate endorsed by QTCO.
15. Bidders must have completed work of similar nature for a period of a minimum of six (6) months and as proof, copies of appointment letter and completion certificate must be attached. Bidders must submit a minimum of one (1) written contactable reference for project successfully completed in the past (clearly indicating client name, contract value, contract term, contract person, contact details). Refer to Annexure J, Page 57.
16. The bidder must complete the bid document in **black ink.**

Other Conditions of bid (Non eliminating unless expressly mentioned in the document):

17. The bidder must be registered on the Central Supplier Database (CSD) prior the award
18. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD. In cases where bidder's status found non-compliant, the bidder will be granted 7 days to correct status. **A bidder that fails to rectify its tax matters with SARS will be declared non-responsive.**
19. Bidders need to complete and sign **SBD 6.1** to claim points for specific goals. **Failure will lead to non-awarding of points for specific goals.**
20. Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, contact person, contact details). Refer to Annexure I and Annexure M. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
21. Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client. Refer to Annexure L. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
22. Bidders must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the bid. Refer to Annexure K and H. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
23. The bidder must also list all projects where there are pending litigations or litigations have been concluded. The form for this is also attached after Annexure J.
24. The Department will contract with the successful bidder by signing a formal contract.
25. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
26. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
27. DPWI Policy applies.
28. Protection of personal information: Consent (POPIA)

14. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. NEC3 TERM SERVICE CONTRACT: APRIL 2013)

	2. PHASE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS/PPPFA OF 2022 The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and Specific goals/ PPPFA Regulations *of 2022*

	<table><tr><th>Criteria</th><th>Points</th></tr><tr><td>POINTS ON PRICE</td><td>80</td></tr><tr><td>SPECIFIC GOALS</td><td>20</td></tr><tr><td>TOTAL</td><td>100</td></tr></table> **Please note:** **1. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals** **2. The Department intends to award this to the highest point scorer as a whole, unless circumstances justify otherwise** **3. All information will be verified through CSD** **4. SBD 6.1 is attached** **The 90/10 preference point system for acquisition of services, works or goods exceeding Rand value of R50 million:** (a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included): The financial offer will be scored using the following formula: $A = (1 - (P - Pm))$ / Pm The value of value of W_1 is: 1) **90** where the financial value inclusive of VAT of all responsive tenders received have a value in **excess of R50 000 000** or 2) **80** where the financial value inclusive of VAT of one or more responsive tender offers have a value that **equals or is less than R 50 000 000**.
5.7.3	The procedure for the evaluation of responsive tenders is **Method 2** (Administrative compliance, price and specific goals)
5.7.4	The quality criteria and maximum score in respect of each of the criteria are as follows: **N/A**
5.7.5	Each evaluation criteria will be assessed in terms of five indicators – **N/A**
5.7.6	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: **N/A**
5.8	**Tender offers will only be accepted if:** a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin. c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPW policy. d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. f) the tenderer has not: 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 tenderer has completed the Compulsory Declaration and there are no conflicts of interest

	which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
	h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; i) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; j) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers. k) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. l) The tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process. m) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid. n) Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated. o) **NOTE:** The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer. p) The department reserves the right not to award the bid to the most favourable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favourable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
	The additional conditions of tender are: • Wherever a brand name is specified in this document (i.e., specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
T.2.1	***A. List of returnable documents***
1	**Documentation to demonstrate eligibility to have tenders evaluated i.e.** *List all documentation to demonstrate eligibility to have a submission evaluated.* • Appropriate CIDB grading suitable for the works (as stated in 4.1).
2	**Returnable Schedules required for tender evaluation purposes**

	The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant: • Record of Addenda to Tender Documents • Proposed amendments and qualifications • Compulsory Enterprise Questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted). • SBD 1, 4, 6.1, • Protection of personal content: Consent • Form of Offer and Acceptance • Complete priced Bills of Quantities, including Final Summary • Certificate of Authority for Joint Ventures
3	**Other documents required for tender evaluation purposes** The tenderer must provide the following returnable documents: • A CSD Report for a contractor with valid and correct information. • A letter if good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)
4	**Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract** The tenderer must complete the following returnable documents: • A duly completed form of Offer and Acceptance (and any revision of prices if there are any).
5	**Only authorized signatories may sign the original and all copies of the tender offer where required.** • In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated. • In the case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company. • In the case of a **CLOSE CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member's behalf. • In the case of a **PARTNERSHIP** submitting a tender, **all the partners** shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender. • In the case of a **JOINT VENTURE/CONSORTIUM** submitting a tender, include **a resolution of each company** of the joint venture together with a **resolution by its members** authorizing a member of the joint venture to sign the documents on behalf of the joint venture. • **Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.**
6	**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.
7	**Canvassing and obtaining additional information by tenderers** The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
8	**Prohibitions on awards to persons in service of the state** The Employer is prohibited to award a tender to a person - a) who is in the service of the state; or

	b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or *c)* a person who is an advisor or consultant contracted with the Department or municipal entity. **In the service of the state** means to be - a) a member of: - *a* any municipal council; *b* any provincial legislature; or *c* the National Assembly or the National Council of Provinces; *d)* a member of the board of directors of any municipal entity; *e)* an official of any Department or municipal entity; *f)* an employee of any national or provincial department; *g)* provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); *h)* a member of the accounting authority of any national or provincial public entity; or *i)* an employee of Parliament or a provincial legislature. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
9	**Awards to close family members of persons in the service of the state** Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child, or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including - *a)* the name of that person; *b)* the capacity in which that person is in the service of the state; and *c)* the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
10	**Respond to requests from the tenderer** The employer will respond to requests for clarification up to **7 (seven) working days** before the tender closing time.
11	**Opening of tender submissions** Tenders will be opened immediately after the closing time for tenders
12	**Scoring quality / functionality:** N/A
13	**Cancellation and re-invitation of tenders** An organ of state may, prior to the award of the tender, cancel the tender if- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. (d) Tender validity period has expired. (e) Gross irregularities in the tender processes and/or tender documents.

	(f) No market related offer received (after attempts of negotiation processes) Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.
14	Dispute resolution mechanism will be done through the **Adjudication** route.
15	The department must when be acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations 2017 do not prevent an institution from instituting remedies arising from any other prescripts or contract.
16	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the **cidb** for investigation as a breach of the **cidb Code of Conduct** in terms of the **cidb Regulations**; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the cidb Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.

PART T2
RETURNABLE DOCUMENTS

PART T2.1: LIST OF RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for quotation evaluation purposes

- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)

2 Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Complete Priced Bills of Quantities & Final Summary

3 Returnable Schedules that will be incorporated into the contract

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- Project References – at least 3
- SBD 1, 4, 6.1,
- Protection of personal content: Consent

Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE

SBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE					
BID NUMBER:	**JGR5-26/27-007**	CLOSING DATE:	**03 DECEMBER 2026**	CLOSING TIME:	11:00
DESCRIPTION:	**TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, N6 ROAD, THEMBA KOJANA BUILDING, MALETSWAI,9750.					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mr. Tieho Nyokana**	CONTACT PERSON	**Mr. Ndyebo Velem**
TELEPHONE NUMBER	**066 486 5055**	TELEPHONE NUMBER	**079 912 7971**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	tieho.nyokana@ecdpw.gov.za	E-MAIL ADDRESS	Ndyebo.Velem@ecdpw.gov.za

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR** CENTRAL SUPPLIER DATABASE No:	MAAA
~~B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE~~	~~TICK APPLICABLE BOX]~~ ☐ Yes ☐ No	~~B-BBEE STATUS LEVEL SWORN AFFIDAVIT~~	~~[TICK APPLICABLE BOX]~~ ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

(a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**a)** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, COMPLETE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

Compulsory Enterprise Questionnaire

A

Compulsory Enterprise questionnaire

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 3 partners*

Section 5: Particulars of companies and close corporations

Company registration number .....

Close corporation number..... Tax reference number .....

Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the 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; iii) 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;

iv) 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; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

Name ..... Position .....

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? **YES/NO**

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

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

.....

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

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

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

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

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

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

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

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

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

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

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

b) The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated

or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

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

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

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

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

3. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

3.1. **POINTS AWARDED FOR PRICE**

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

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

80/20	**or**	**90/10**
$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$	or	$Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$

Where

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

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20	**or**	**90/10**
$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$	or	$Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individual:-		
(a) 100% black ownership	6	
(b) 51% to 99% black ownership	4	
(c) Less than 51% black ownership	0	
Black women ownership:-		
(a) 100% black women ownership	4	
(b) 30% to 99% black women ownership	2	
(c) Less than 30% black women ownership	0	
Black youth ownership:-		
(a) 100% black youth ownership	4	
(b) 30% to 99% black youth ownership	2	
(c) Less than 30% black youth ownership	0	
Locality:-		
(a) Within the Eastern Cape	4	
(b) Outside the Eastern Cape	0	
Disability		
(a) 50% + People with disabilities ownership	2	
(b) Less than 50% people with disability ownership.	1	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....
DATE: .....
ADDRESS: .....
.....
.....
.....

PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT)

(ATTACH HERE)

VALID CIDB CERTIFICATE OF A TENDERER

(ATTACH HERE)

PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion.
As part of its business activities, the Department of Public Works and Infrastructure obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Public Works and Infrastructure from time to time. The Department of Public Works and Infrastructure confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

The Department of Public Works and Infrastructure hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Not unless directed to do so by an order of court, the Department of Public Works and Infrastructure does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and be seized with information of a personal nature pertaining to the Department of Public Works and Infrastructure. Some of the information may because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the Department of Public Works and Infrastructure requires that Bidders which receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

AGREEMENT

1. The Department of Public Works and Infrastructure and the Bidder (the Parties) agree and undertake that upon obtaining and
   having access to personal information relating to either of them, they shall always ensure that:
   a) They process the information only for the express purpose for which it was obtained.
   b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
   c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
   d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
   e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
   f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.

2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject

to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.

3. Bidder's Obligations

a) The Bidder is required to notify the Information Officer of Department of Public Works and Infrastructure, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Department of Public Works and Infrastructure's personal information.
b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
c) The Bidder shall be required to provide the Department of Public Works and Infrastructure with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of Department of Public Works and Infrastructure.

On behalf of the Bidder:

.....	.....
Signature	Date
.....	.....
Position	Name of the Bidder

On behalf of the Client:

.....	.....
Signature	Date
.....	.....
Position	Name of Client Representative

THE CONTRACT

PART C1
AGREEMENTS AND CONTRACT DATA

PART C1.1: FORM OF OFFER AND ACCEPTANCE

Annex C
(normative)
FORM OF OFFER AND ACCEPTANCE

Project title	**TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.**
SCMU number	**JGR5-26/27-007**

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

TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.
The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS
..... Rand (in words);

R ..... (in figures) (or other suitable wording)

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

Signature
.....
Name
.....
Capacity
.....
for the tenderer
.....
(Name and address of organization)
Name and signature
of witness ..... Date .....

ACCEPTANCE

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

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

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

The tenderer shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.[1]

Signature
.....
Name
.....
Capacity
.....
for the Employer
.....
(Name and address of organization)
Name and signature
of witness ..... Date .....

Schedule of Deviations

1 Subject _____
Details
_____

2 Subject _____
Details
_____

3 Subject _____
Details
_____

4 Subject _____
Details
_____



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

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

[1]*As an alternative, the following wording may be used:*

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission 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

A

RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	**TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.**
SCMU NUMBER	**JGR5-26/27-007**

I / We confirm that the following communications received from the Department of Public Works 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)

Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

B

PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

PROJECT TITLE	**TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.**
SCMU NUMBER	**JGR5-26/27-007**

Page	Clause /Item	Proposal

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

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name ----------

C

RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms_____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

_____

_____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE:_____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

D

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

PROJECT TITLE	**TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.**
SCMU NUMBER	**JGR5-26/27-007**

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. . ... Name ..... Designation.....
.....		Signature. . ... Name ..... Designation.....
.....		Signature. . ... Name ..... Designation.....
.....		Signature. . ... Name ..... Designation.....

E

CAPACITY OF THE BIDDER

PROJECT TITLE	**TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.**
SCMU NUMBER	**JGR5-26/27-007**

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.)

Artisans and Employees: (Artisans and Employees to be, or are ,employed for this project)

Quantity / No. of Resources	**Categories of Employee - Key Personnel (part of Business Enterprise)**	**Professional Registration No.**	**Date of Employment**
	Site Agent		
	Project Manager		
	Foreman		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans		
	Unskilled employees		
	Others		

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

Signed:	.....	**Date**	.....
Name:	.....	**Position**	.....

Enterprise Name: .....

F

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Tenderers must submit a max one-page description of at least three projects successfully completed.

Attach a Completion Certificate for each of the project provided.

The description of each project must include the following information:

1. Essential introductory information:
   1.1. Name of project.
   1.2. Name of client.
   1.3. Contact details of client.
   1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
   1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
   1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).

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

Signed…….. Date……..

Name…….. Position……..

Enterprise name…… ……

G

RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist).**Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

2. Essential introductory information:
   - 2.1. Name of project.
   - 2.2. Name of client.
   - 2.3. Contact details of client.
   - 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
   - 2.5. The period during which the project was performed, and if this is different, the period during which the tenderer's team members were contracted.
   - 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1						
2						

Attach a separate page to address this issue (the above table is just for reference purposes).

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

Signed..... Date.....

Name..... Position.....

Enterprise name..... .....

H

OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING (if they exist)

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

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes)

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name ----------

I

SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name ----------

J

Project Reference Forms – 1

Project title:	**TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.**
Project Number:	**JGR5-26/27-007**

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____(name and surname) of _____(company name) declare that I was the Project Manager on the following building construction project successfully executed by _____(name of tenderer): Project name: _____ Project location: _____ Construction period: _____Completion date: _____ Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

_____

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____on this _____day of _____2026.

_____

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

_____
Name of Tenderer

_____ _____
Signature of Tenderer Date

Project Reference Forms – 2

Project title:	**TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.**
Project Number:	**JGR5-26/27-007**

'NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____(name and surname) of _____(company name) declare that I was the Project Manager on the following building construction project successfully executed by _____(name of tenderer): Project name: _____ Project location: _____ Construction period: _____Completion date: _____ Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

_____

_____

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____on this _____day of _____2026.

_____
Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

_____
Name of Tenderer

_____ _____
Signature of Tenderer Date

Project Reference Forms – 3

Project title:	**TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.**
Project Number:	**JGR5-26/27-007**

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____(name and surname) of _____(company name) declare that I was the Project Manager on the following building construction project successfully executed by _____(name of tenderer): Project name: _____ Project location: _____ Construction period: _____Completion date: _____ Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

_____

_____

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____on this _____day of _____2026.

COMPANY STAMP

_____
Signature of principal agent

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

_____
Name of Tenderer

_____ _____
Signature of Tenderer Date

J

BASELINE RISK ASSESSMENT

PROJECT TITLE	**TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.**
SCMU NUMBER	**JGR5-26/27-007**
PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Plumbing	Plumbin g and drainage	Drowning & falling into the trenches	Burning and smoke	Plumbing and drainage materials disruption	Use of qualified personnel with correct PPE
Working on heights	Physical injury, Fatality	Injuries	None	None	PPE, Use of proper s scaffolding
Moving machines	Driven over by machines	Injury to workers	Fuel spillage	Driven over by machines	Signage and slow driving
Paintwork	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Air pollution	Use of PPE, guarding off site on work areas
Construction activities / demolition	Temporary deafness	Permanent deafness	Noise pollution	Noise pollution	Guarding / barricading of site
Moving machin es	Driven over by machines	Injury to workers	Fuel spillage	Driven over by machines	Signage and slow driving

You can list all activities on a separate page to address this issue (the above table is just for reference purposes).

K

A. EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL

PROJECT NAME	**TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.**
PROJECT DESCRIPTION (SCOPE)	**MAINTENANCE, SERVICES AND REPAIRS**
SCMU NUMBER	**JGR5-26/27-007**
CONTRACTOR NAME:	

1. Below is the list of building material which must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
2. On monthly basis, the contractor will report the purchasing of any of this material.
3. The report will then be communicated to PT & OTP on quarterly basis or in whichever intervals, as prescribed by PT & OTP.

A. PLUMBING AND DRAINAGE MATERIALS MATERIAL LISTS– BUILDING RELATED STRUCTURES (NEW, REFURBISHMENTS & MAINTENANCE)

N/A

B. CONFIRMATION

1. I.....(***Contractor name***) acknowledge and confirm the above mentioned material will be sourced in the Eastern Cape Province, from Eastern Cape based material suppliers and manufacturers.
2. I confirm that on monthly basis I will produce a proof of purchase of this material used or to be used, either in the form of delivery notes, tax invoices or any formal document which verifies that the material or goods were sourced from an Eastern Cape based supplier or manufacturer.

----------	----------	----------
Representative of the Contractor (Name)	***Signature***	***Date***

PART C1.2: CONTRACT DATA

NEC3 TERM SERVICE CONTRACT: APRIL 2013

A PROJECT INFORMATION

A1.0 Works [1.1]

Project name	**TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.**
Reference number	**JGR5-26/27-007**
Works description	Refer to document C3 – Scope of Work

A2.0 Site [1.1]

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	Sterkspruit, Maletswai, Steynsburg and Mount Fletcher
Site address	Refer to document C4 – Site Information
Local authority	Senqu Municipality, Walter Sisulu Municipality and Elundini Municipality

A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector	Eastern Cape Department of Public Works and Infrastructure			
Business registration number	N/A			
VAT/GST number	N/A			
Country	South Africa			
Employer's representative: Name	Siwelele Sohuma			
E-mail	Ndyebo.Velem@ecdpw.gov.za			
Mobile number	079 912 7973	Telephone number	079 912 7973	
Postal address	Private Bag X 2030, Maletswai		Postal Code	9750
Physical address	Themba Kojana Office Park, N2 Road, Maletswai		Postal Code	9750

A4.0 Agent [1.1]

Discipline	Control Works Inspector			
Name	Eastern Cape Department of Public Works & Infrastructure			
Legal entity of above		Contact person	Ndyebo Velem	
Practice number		Telephone number	079 912 7973	
		Mobile number		
Country		E-mail	Ndyebo.Velem@ecdpw.gov.za	
Postal address	Private Bag X 2030 , Maletswai		Postal Code	9750
Physical address	Themba Kojana Building, N6 Road Maletswai		Postal Code	9750

A5.0 Agent [1.1]

Discipline				
Name				
Legal entity of above		Contact person		
Practice number		Telephone number		
		Mobile number		
Country		E-mail		
Postal address			Postal code	
Physical address			Postal code	

A6.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	



Postal address		Postal code	
Physical address		Postal code	

PART C1.2: CONTRACT DATA

Part 1– Data provided by the Employer

Clause	Statement	Data
1. General		
	The conditions of contract are the core clauses and the clauses for main Option:	**A** **Priced contract with price list**
	dispute resolution Option and secondary Options	**W1** **Dispute resolution procedure**
		X1 **Price adjustment for inflation**
		X13 **Performance Bond**
		X17 **Low service damages**
		X18 **Limitation of liability**
		X19 **Task Order**
	of the NEC3 Term Service Contract (April 2013)	**X20** **Key Performance Indicators**

10.1	The Employer is (name):	**Department of Public Works and Infrastructure**
	Address	**Department of Public Works and Infrastructure** **Themba Kojana Office Park** **N6 Road** **Maletswai** **9750**
	Represented By: Tel No. Fax No.	**TBA**

10.1	The Service Manager is (name): Address Tel e-mail	**TBA**
	The Service Manager is (name):	**TBA**
11.2(2)	The Affected Property is	**Various Government Buildings in Sterkspruit, Maletswai, Steynsburg and Mount Fletcher.**
11.2(13)	The service is	**TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.**
11.2(14	The following matters will be included in Risk register	**N/A**
11.2(15)	The Service Information is in	**The Contract Part 1: Service Information - Scope of Works. Works Information and all documents which it makes reference.**
12.2	The law of the contract is the law of	the Republic of South Africa
13.1	The language of this contract is	English
13.2	The period for reply is	7 days

2. The Contractor's responsibility (If the optional statement for this section is not used, no data will be required for this section)
21.1 The Contractor submits a first Plan for contract within 2 weeks of the Date acceptance

3. Time	
30.1 The starting date is	**at the Site Handover Meeting Date**
30.2 The service period is	**12 Months – Please note: Either the expiry of the contract period or depletion of the contract amount, whichever comes first would terminate the contract.**
4. Testing and defects	**Special testing may be requested by the Service Manager.**

5. Payment		
50.1	The assessment interval is	**Monthly**
51.1	The currency of this contract is the	**South African Rand**
51.2	The period with which payments are made is	**30 Days after submission of a valid TAX Invoice to the Employer**
51.4	The interest rate is	**(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the South African Reserve Bank (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands**

6. Compensation Events **(if the optional statement for this section is not used, no data will be required for this section**
These are additional compensation N/A events

7. Use of Equipment Plant and Materials	**No data is required for this section of the conditions of contract.**

8. Risks and Insurance		
80.1	These are additional Employer's risks	**N/A**
83.1	The Employer provides these insurances from the Insurance Table	**N/A**
83.1	The Employer provides these additional insurances	**N/A**
83.1	The minimum amount of cover for insurance against loss and damage caused by the Contractor to the Employer's property is	**R 5 000 000.00**
83.1	The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the Employer to an amount of	**R 5 000 000.00**
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service for any one event is:	**R 5 000 000.00**
83.1	The Minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in course of their employment in connection with this contract for any one event is:	**As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R 5 000 000.00**

9. Termination	**No data is required for this section of the conditions of contract.**

10. Data for main Option Clauses	
A Priced Contract with Price List	**Option A**
20.5 The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals of no longer than	**4 Weeks**



11. Data for Option W1		
W1.1	The Adjudicator is (Name) Address Tel. No, Fax No. Email	**TBA**
W1.2(3)	The Adjudicator nominating body is:	**TBA**
W1.4(2)	The Tribunal is:	**Arbitration**
W1.4(5)	The Arbitration Procedure is	**The latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (South Africa) or its successor body.**
	The place where arbitration is to be held is	**South Africa**
	The person or organization who will choose an arbitrator - If the Parties cannot agree a choice or If the procedure does not state who selects an arbitrator, is	**The Chairman for the time being or his nominee of the Association of Arbitrators (South Africa) or its successor body.**

12. Data for Secondary Option Clauses

X1 Price Adjustment for Inflation

X1.1 The base date for indices is **Tender Closing Date**

The proportions used to calculate the Price Adjustment Factor are:

Note: Requirements for CPA/Price inflation is that Prices must be Fixed and Firm for the First 12 months of the contract and only subject to escalation thereafter. A minimum of 10% of the contract price / prices is not adjustable throughout the life of the contract

Proportion	Linked to Index for	Index prepared by (Source)
	Non-Adjustable**	
100%		



X13	Performance Bond	
X13.1	The Contractor gives the Employer a bond	The Tenderer must provide a Performance Bond in the performance
form of a Fixed Performance Guarantee by means of a Bank Guarantee, or from an Insurer approved by the		
		Service Manager, in the amount of 2.5% of the Awarded Contract Value, once the Contract has been awarded to him. This Bond must be given to the Employer with in four (4) weeks of the Contract Date.
X17	Low Service Damages	
X17.1	The service level table is in	As per Demerit Table in Contact Data – Annexure CD1
X18	Limitation of Liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	**R0.0 (zero Rand)**
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	**R2 500 000.00**
X18.3	The Contractor's liability for Defects due to his design of an item of Equipment is limited to	**The greater of** • **the total of the Prices at the Contract Date And** • **R2 500 000**
X18.4	The Contractor's liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**N/A**
X18.5	The end of liability date is	**3 Months after the end of the Service Period.**
X19	Task Order The Contractor submits a Task Order programme to the Service Manager within	**Authorization to commence with any Task will be done by Task Order. This Task Order will be issued to the Contractor by the Service Manager.** **Maintenance Turn- around times are stated in the Works Instructions under specification clause GM7.**
X20	Key Performance Indicators	**Key performance Indicators will be used to monitor Contractor performance on a monthly basis**

PART C1.3: DISPUTE RESOLUTION MECHANISM

C1.3 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the . . . . day of . . . . between:. . . . .
. . . . (name of company / organization) of . . . .
. . . .
. . . . (address) and...(name of company / organization) of . . . .
....(address) (the Parties) and. . . . . (name) of . . . .
. . . .
.... (address) (the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated . . . . and known as. . . . .

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: ______________	SIGNED by: ______________	SIGNED by: ______________
Name:	Name:	Name:
who warrants that he / she is duly authorized to sign for and on behalf of the first Party in the presence of	who warrants that he / she is duly authorized to sign for and behalf of the second Party in the presence of	the Adjudicator in the presence of
______________	______________	______________
Witness	Witness:	Witness:



Name:		Name		Name:	
Address:		Address:		Address:	
Date:		Date:		Date:	

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. .....in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. € Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. € Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R.....This fee shall become payable in equal amounts by each Party within ..... days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due in 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary

CONSTRUCTION HEALTH AND SAFETY

AWARDED TENDERER TO COMPLY WITH ALL OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

EPWP SPECIFICATION

AWARDED TENDERER WILL BE REQUIRED TO ADHERE TO ALL EPWP SPECIFICATIONS AND REQUIREMENTS.
FOR FULL SPECIFICATIONS AND REQUIREMENTS VISIT
www.epwp.gov.za



PART C2: SCOPE OF WORKS

C2 SCOPE OF WORK

Project Name:	**TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.**
Tender No:	**JGR5-26/27-007**

C2.1 Scope of Works

DESCRIPTION OF WORKS

This scope of works defines key project milestones and nature of work that the contractor is expected to perform in identified areas for the plumbing and drainage contract of various buildings in Sterkspruit, Maletswai, Steynsburg and Mount Fletcher. The details of the work are set out in the Bills of Quantities with provision for changes as directed by the client should the need arise.

SCOPE OF WORKS

This specification is for the comprehensive supply and delivery of the plumbing & drainage materials in these following buildings:
Bensonvalle Office Complex in Sterkspruit, Themba Kojana Office Park in Maletswai, DPWI Training Centre in Steynsburg, Social Development Cluster Offices in Steynsburg, EXCPA Old Library Building in Maletswai and Public Work and Infrastructure Depot in Mt Fletcher.

DETAILED TECHNICAL SPECIFICATION

1.1 All work shall as a minimum be executed according to the manufacturer's requirements, this specification and the latest revisions of the following standards, regulations and specifications:

i) SANS 10400: The Application of the National Building Regulations
ii) Occupational Health and Safety Act and all Regulations
iii) Department of Public Works specification PW371: Specification of Materials and Methods to be used and is available from National Public Works website.
iv) SANS 10142: The Wiring of Premises Part 1: Low Voltage Installations
v) SANS 14713 Protection against corrosion of iron and steel in structures.
vi) All other relevant specifications, standards and documents whether referenced in the above documents or not.

This specification is supplemental to the above and more specific. Any conflicting information must be referred to the engineer for clarification.

1.2 The comprehensive maintenance shall include supply and delivery of plumbing & drainages materials required for repairs by in-house personnel and other unpriced repairs of parts and equipment as a result of normal usage by the appointed contractor. The materials to be supplied and delivered when necessary shall include but not be limited to the following:
Toilet seat, horn bend white with air and vent, 110mm Pan connector, 110mm 90° Bend, 110mm 45° Bend, 110mm Straight connector, 110mm Y-Junction plain,110mm Rodding eye, 110mm Gully stone, 110mm Gully head, 110mm Gully trap, 110mm Underground pipe plain, 110mm x 6m SV pipe, 500g PVC Glue, 50mm x 6m PVC pipe, 50mm Elbow with eye, 50mm 45° bend, 50mm elbow plain, Wash hand basin, 32 x 50mm Wash hand basin trap, 32mm basin adaptor, 50mm Vent valve, Wall basin holder, 16mm Pex pipe, 15mm Copper pipe, 15mm elbow c to c, 15mm Tee piece c to c

15mm Angle pipe with flexi pipe, 15mm Master bend, 15mm Straight connector to c to c, 15mm Boll-O stop, Thread seal tape, Female adapter, 15mm Basin mixer tap, 15mm Gate valve, 15mm Stop end, Sink, 15mm Sink mixer, 40 x 50mm P-Trap, 6m PVC gutter square, PVC downpipe, PVC gutter stop end (square), PVC gutter brackets (square), PVC gutter outlet (square), PVC gutter offset (square), 3,5 x 20mm Bag of Dry wall screws, PVC downpipe holder (square), PVC shoe (square), 22mm Poly copper, 22mm Reducer c to c, Silicon, 20m H.D.P. E pipe , 150L Geyser, etc. It is important to note that this is a term tender and the non-regulatory quantities and equipment listed in the schedules are not necessarily a guarantee of the volume and value of work to be done. The non-regulatory items will be used for additional work required that may become known during the course of the contract. Work instructions will be issued by the Department of Public Works & Infrastructure official managing the contract before commencement of un-scheduled work.

1.4 It is compulsory that bidders acquaint themselves with the content of all the above and indirectly referenced Standards and specifications. Bidders shall also check all data and satisfy themselves to the nature and extent of the work to be done and make allowance for any items omitted from the specification but obviously required and necessary for the completion of the work and proper functioning of the installation. Such additional allowances must be listed clearly in the schedule of prices that form part of this specification.

1.5 No additional costs will be entertained as a result of bidders not taking note of the above referenced documents.

OVERVIEW OF THE WORKS

- Supply & delivery of Plumbing & Drainage materials

EXTENT OF THE WORKS

- Supply & delivery of Plumbing & Drainage materials

2.2 Contract Period

The works is of a term contract for supply & delivery of plumbing materials for a period of twelve (12) months by a competent plumbing & drainage contractor. The works are to be undertaken for a period of not more than twenty-four (24) months from date of site handover or not exceeding the contract amount.

2.3 Restrictions and Constraints

- The work shall be executed during normal working hours i.e. 7h00 until 17h00 daily during weekdays. Work required to be executed outside of these hours must be arranged with the Facilities Manager in advance
- Noise must be kept to a minimum and within acceptable levels at all times.
- All shut-offs and tie/cut-ins to existing services must be arranged in advance with the Facilities Manager and a methodology with appropriate mitigation of risks must be prepared by the contractor and submitted to the relevant professional discipline in advance, for approval
- Dust emanating from the work site must be controlled

Operational Protocols

- Security is a priority, and the site shall be kept safe at all times
- The approved Health and Safety plan shall be adhered to at all times
- All staff members of the contractor shall wear PPE at all times



- All staff members of the contractor shall be always specifically identifiable and to this end shall wear a predetermined PPE and company identification cards to be able to enter and work on the site.
- Regular meetings, the frequency of which is to be determined, shall be held with the clients and the contractor to always ensure a cohesive spirit of co-operation

2.4 ACCEPTANCE OF TENDERS

The Employer is not bound to accept the lowest, or any tender, or any portion of any tender

2.5 TEMPORARY WORKS

All temporary work to comply with the Construction Health and safety Act (Act 85 of 1993) and its regulations.

2.6 EMPLOYER'S DESIGN

N/A

2.7 DESIGN BRIEF

N/A

2.8 DRAWINGS

N/A

PART C3: SITE INFORMATION

C3.1 SITE INFORMATION

Project title:	**TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.**
Project Number:	**JGR5-26/27-007**

SITE LOCATION

The buildings to be maintained are located in five (6) different office parks, as follows:

- Themba Kojana Office Park, Maletswai, Eastern Cape. (Decima Degrees Coordinates: -30.70653, 25.81591)
- Department of Roads & Public Works Office, Maletswai, Eastern Cape. (Decimal Degrees Coordinates: -30.68512, 26.71109)
- Bensonvalle Office Complex, Sterkspruit, Eastern Cape. (Decimal Degrees Coordinates: -30.53455, 27.35185)
- Social Development, Steynsburg, Eastern Cape. (Decimal Degrees Coordinates: -31.29763, 25.81591)
- Public Works Training Centre, Steynsburg, Eastern Cape. (Decimal Degrees Coordinates: -31.29621, 25.81495)
- Mt Fletcher Depot, Mt Fletcher, Eastern Cape (Decimal Degrees:- 30.692251, 28.505995)

ACCESS

Entrance to the sites is as per the formal Access and Control Procedure of the department, the Service Provider and his/her employees must familiarize themselves with these.

SITE OCCUPIED

All the offices included in this tender are currently occupied and functioning. The maintenance contractor will be required to advise the relevant Public Works & Infrastructure officials in advance of the dates and times when the unplanned maintenance activities are to take place and to ensure that the functioning of the offices is not disrupted.

As the works will be done on existing occupied offices; the contractor shall execute the works and ensure very least interference with the general routine of staff of the premises and minimize any pollution from dust, noise or other causes. The offices occupants must be noticed prior the commencement of the work.

SITE ESTABLISHMENT

No accommodation for any personnel will be allowed on site. No storage facilities will be made available. Ablution facilities (or access to ablution facilities) will be provided. Service Provider to provide communication and independent network access / connections as per their personnel's requirements

PART C4: PRICING DATA

PART C4.1: PRICING INSTRUCTIONS

C4.1 Pricing Instructions

1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:

2 The agreement is based on the **NEC3 TERM SERVICE CONTRACT: APRIL 2013.**

3 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

4 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, The document "Construction Works: Specifications: General Specification (PW 371-A) Edition 2.0" is obtainable on the Department's website (http://www.publicworks.gov.za/ under "Consultants Guidelines"), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used The document "Construction Works: Specifications: Particular Specification (PW 371-B) Edition 2.0" is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document

5 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

6 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.

7 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.

8 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 11 but taking into account the revised period for completing the works.

9 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:

a) an amount which is not to be varied, namely Fixed (F)
b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

10 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 13 apply or where no selection is made, the adjustments shall be based on the following breakdown:

a) 10 percent is Fixed
b) 15 percent is Value Related
c) 75 percent is Time Related

11 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

12 The tender price must include Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

13 The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)", and yearly pronounced increases for duration of contract. (Currently R 23.19 for each ordinary hour worked).

PART C4.2: BILLS OF QUANTITIES

TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.
PROJECT NO.: JGR5-26/27-007

SECTION 1: PRELIMINARY & GENERAL

Item No	Description	Unit	Qty	Rate	Amount
1	**SECTION 1: PRELIMINARY & GENERAL**				
1,1	Contractual Requirements	Sum	1		
1.3	Tools and equipment, and communication for the duration of the contract.	Sum	1		
1.4	**OCCUPATIONAL HEALTH AND**				
1.4.1	Preparation of the site specific Health and Safety Plan.	Sum	1		
1.4.2	Contractors initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations.	Sum	1		
TOTAL SECTION 1:	**Carried to Summary (Pg. 93)**				

TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.
PROJECT NO.: JGR5-26/27-007

SECTION 2: SUPPLY AND DELIVERY OF PLUMBING AND DRAINAGE MATERIALS

Item No	Description	Unit	Qty	Rate	Amount
	SECTION 2: SUPPLY AND DELIVERY OF PLUMBING AND DRAINAGE MATERIALS				
All rates shall include supply, delivery, handling and markup.					
1	Toilet seat	No	10		R
2	Horn bend white with air and vent	No	10		R
3	110mm Pan connector	No	10		R
4	110mm 90° Bend	No	40		R
5	110mm 45° Bend	No	30		R
6	110mm Straight connector	No	40		R
7	110mm Y-Junction plain	No	30		R
8	110mm Rodding eye	No	20		R
9	110mm Gully stone	No	10		R
10	110mm Gully head	No	10		R
11	110mm Gully trap	No	10		R
12	110mm Underground pipe plain	No	10		R
13	110mm x 6m SV pipe	No	10		R
14	500g PVC Glue	No	10		R
15	50mm x 6m PVC pipe	No	10		R
16	50mm Elbow with eye	No	20		R
17	50mm 45° bend	No	20		R
18	50mm elbow plain	No	30		R
19	Wash hand basin	No	10		R
20	32 x 50mm Wash hand basin trap	No	10		R
21	32mm basin adaptor	No	10		R
23	50mm Vent valve	No	10		R
24	Wall basin holder	No	20		R
25	16mm Pex pipe	m	10		R
26	15mm Copper pipe	m	30		R
27	15mm elbow c to c	No	80		R
28	15mm Tee piece c to c	No	50		R

29	15mm Angle pipe with flexi pipe	No	30		R
30	15mm Master bend	No	200		R
31	15mm Straight connector to c to c	No	30		R
32	15mm Boll-O stop	No	20		R
33	Thread seal tape	No	40		R
34	Female adapter	No	40		R
36	15mm Basin mixer tap	No	10		R
37	15mm Gate valve	No	10		R
38	15mm Stop end	No	10		R
39	Sink	No	10		R
40	15mm Sink mixer	No	10		R
41	40 x 50mm P-Trap	No	10		R
42	6m PVC gutter square	No	80		R
43	PVC downpipe	No	20		R
44	PVC gutter stop end (square)	No	10		R
45	PVC gutter brackets (square)	No	80		R
46	PVC gutter outlet (square)	No	10		R
47	PVC gutter offset (square)	No	10		R
48	3,5 x 20mm Bag of Dry wall screws	No	10		R
49	PVC downpipe holder (square)	No	30		R
50	PVC shoe (square)	No	10		R
51	22mm Poly copper	No	10		R
52	22mm Reducer c to c	No	10		R
53	Silicon	No	10		R
54	20m H.D.P. E pipe	No	10		R

55	150L Geyser	No	5		R
2.1.1	**AD-HOC SERVICES**				
2.1.2	Travelling	Km	1		RATE ONLY
2.1.3	**Labour Rates**				
2.1.3.1	Skilled person	Hr	1		RATE ONLY
2.1.3.2	Unskilled person	Hr	1		RATE ONLY
TOTAL SECTION 2:					
TOTAL SECTION 2:	**Carried to Summary (Pg 93)**				

TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.
PROJECT NO.: JGR5-26/27-007

SECTION 1: PROVISIONAL SUMS

Item No	Description	Unit	Qty	Rate	Amount to Date
3 3.1	**SECTION 3: PROVISIONAL SUMS** Allow for unscheduled items, new installations and replacement of items that may be found unrepairable.	**Sum**	**1**	**R400 000,00**	**R400 000,00**
TOTAL SECTION 3:	**Carried to Summary (Pg 93)**				**R400 000,00**

TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BILDINGS JOE GQABI DISTRICT FOR PERIOD OF TWELVE (12) MONTHS.
PROJECT NO.: JGR5-26/27-007

SUMMARY OF BILL OF QUANTITIES

SECTION NO.	DESCRIPTION	AMOUNT
SECTION 1	PRELIMINARY & GENERAL	
SECTION 2	SUPPLY AND DELIVERY OF PLUMBING AND DRAINAGE MATERIALS	
SECTION 3	PROVISIONAL SUMS	R400 000,00
SUBTOTAL		
ADD 15% VALUE ADDED TAX		
TOTAL AMOUNT CARRIED TO FORM OF OFFER (Pg 41)		

SIGNATURE OF TENDERER:

.....

ON BEHALF OF: .....

DATE: .....