



## REQUEST FOR QUOTATIONS (RFQ) FOR PROCUREMENT OF GOODS AND SERVICES.

### DESCRIPTION OF WORK

**APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL, AND  
COMMISSION AN HVAC AND VENTILATION SYSTEM AT THE MEGA  
HEAD OFFICE IN MBOMBELA (CIDB 1 ME OR HIGHER)**

---

### QUOTATION DETAILS

QUOTATION NUMBER: RFQ00851-25/26

CLOSING **Date: 25 February 2026**

**Time: 12:00**

Compulsory Briefing session:

Yes

No

### DETAILS OF RESPONDENT

Name of bidder:

.....

CSD MAAA:

.....

## **REQUEST FOR QUOTATIONS (RFQ)**

### **SECTION 1: CONDITIONS OF BIDDING**

#### **1. GENERAL CONDITIONS:**

- 1.1 The **80/20 evaluation criteria** for requirements with a Rand value of up to R50 000 000 (all applicable taxes included) will be used for this bid.
- 1.2 The value of this bid is estimated **not to exceed R1 000 000.00 (all applicable taxes included)**.
- 1.3 Fully comply with the scope of work / service or (**Attached Scope of work / service**).
- 1.4 Quotation must be valid for a period of 30 days.
- 1.5 The bidder's quotation to bear correct contact details and address.
- 1.6 Fully completed standard bidding documents (**SBD4 and SBD 6.1**)
- 1.7 The bidder must be registered on the **Central Supplier Database (CSD)**.
- 1.8 This bid will be evaluated on **functionality**.

---

### **SECTION 2: TERMS OF REFERENCE**

#### **1. BACKGROUND**

- MEGA was established in terms of the MEGA Act 1 of 2010 as an amalgamation of the previous MEGA, the Mpumalanga Agricultural Development Corporation and the Mpumalanga Housing Finance Company.
- MEGA is Mpumalanga's development finance institution whose primary role is to foster the growth and development of the provincial economy in order to help reduce unemployment, poverty and inequality.
- MEGA supports economic development by investing in the development of Infrastructure, SMMEs, Property, Agriculture, Housing and Trade & investment Promotion.
- MEGA partners with local and international investors and communities to secure tangible investment in the province.

---

#### **1. SCOPE OF WORK / SERVICE OR ITEMS**

<b>No</b>	<b>Scope of work</b>
1	APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL, AND COMMISSION AN HVAC AND VENTILATION SYSTEM AT THE MEGA HEAD OFFICE IN MBOMBELA

*Refer to attached BOQ for detailed SCOPE OF WORK / SERVICE OR ITEMS*

---

#### **2. MANDATORY REQUIREMENTS**

<b>No.</b>	<b>Description</b>
1	Bidder must be registered on CIDB, with grading 1 ME or Higher
2	Fully inclusive pricing schedule (VAT inclusive) as per the BOQ
3	The bidder must be registered on the Central Supplier Database (CSD).

---

### 3. EVALUATION CRITERIA

#### 3.1 FUNCTIONALITY ASSESSMENT

ASSESSMENT CRITERIA	WEIGHTING
Recommendation letters from similar completed projects (each letter will carry 20 points, with a maximum allocation of 80 points)	80%
Accreditation / Certification and/or training relevant to the installation of HVAC and ventilation systems	20%
<b>TOTAL</b>	<b>100%</b>

*and the bidder will be required to score a **minimum of 70 points (out of 100 points)**, i.e. 70%, for Functionality to qualify to be evaluated on Price and Specific Goals.*

#### 3.2 EVALUATION ON PRICE AND SPECIFIC GOALS

Evaluations will be conducted based on **Price and Specific Goals** in accordance with the **Preferential Procurement Regulations, 2022**.

The following preference point systems are applicable to all bids:

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

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	
Enterprise owned by Black people	4
Enterprise owned by Women	4
Enterprise owned by Youth	4
Enterprise owned by Disabled	4
Enterprise owned by SMME's-QSE and EME	4
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

The value of this bid is estimated **not to exceed R1 000 000.00 (all applicable taxes included)** and therefore the **80/20 system shall be applicable**.

---

---

#### 4. Conditions of Quotation

- Late or incomplete submissions **will not be considered**.
- All submissions must be sent via email to: [scm@mega.gov.za](mailto:scm@mega.gov.za)

#### 5. ENQUIRIES

**All Supply Chain Management enquiries must be directed to:**

Supply Chain Management Unit  
[scm@mega.gov.za](mailto:scm@mega.gov.za)

**Technical enquiries must be directed to:**

Mr. Bongane Ngcane  
[bongane.ngcane@mega.gov.za](mailto:bongane.ngcane@mega.gov.za)

## **Tender Notice and Invitation to Tender**

# **APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL, AND COMMISSION AN HVAC AND VENTILATION SYSTEM AT THE MEGA HEAD OFFICE IN MBOMBELA**

Employer Tender Number: RFQ00851-25/26

cidb Reference Number: 100113500

MPUMALANGA ECONOMIC GROWTH AGENCY INVITES TENDERS FOR APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL, AND COMMISSION AN HVAC AND VENTILATION SYSTEM AT THE MEGA HEAD OFFICE IN MBOMBELA

It is estimated that tenderers should have a cidb contractor grading of 1ME or higher.

Only tenderers who 1. Accreditation / Certification and/or training relevant to the installation of HVAC and ventilation systems

2. Recommendation letters from similar completed projects are eligible to submit tenders.

Interested bidders may download the RFQ document free of charge from the MEGA website.

Queries relating to the issues of these documents may be addressed to:

MEGA SCM

Tel No. 0134925818

E-mail. [scm@mega.gov.za](mailto:scm@mega.gov.za)

The closing time for receipt of Tenders is 12h00 on Wednesday, February 25, 2026.

Late Tenders will not be accepted.

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

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

SUPPLY AND INSTALLATION OF HVAC SYSTEM AND RELOCATING OF FIRE DETECTION ALARM SYSTEM AT MEGA HEAD OFFICE IN MBOMBELA, EHLANZENI DISTRICT MPUMALANGA PROVINCE					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SECTION NO. 1</u>	H1	0		
	<u>BILL NO 1</u>	H1	0		
	<u>PRELIMINARIES</u>	H1	0		
	<u>BUILDING AGREEMENT AND PRELIMINARIES</u>	H2	0		
	The JBCC Series 2000 Principal Building Agreement (July 2007 edition 5.0, reprint 1) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described		0		
	The JBCC Principal Building Agreement Contract Data EC and the JBCC Principal Building Agreement Contract Data CE form an integral part of this agreement		0		
	The ASAQS Preliminaries (November 2007 edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities		0		
	Contractors are referred to the abovementioned documents for the intent and meaning of each clause thereof		0		
	These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the abovementioned documents		0		
	Where any item is not relevant to this specific agreement such item is marked N/A (signifying "not applicable")		0		
	<u>PREAMBLES FOR TRADES</u>	H2	0		
	The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained		0		
	Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles		0		
	The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles		0		
	<u>PRICING OF PRELIMINARIES</u>	H2	0		
	Should the contractor select Option A in terms of subclause 3.2.1 in the Contract Data - Contractor to Employer (CE) for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely Fixed (F), Value Related (V) and Time Related (T)		0		
	<u>SECTION A: PRINCIPAL BUILDING AGREEMENT</u>	H2	0		
	<u>PRELIMINARIES @10%</u>	Item	1		R
	<u>Definitions (A1)</u>	H3	0		
	Clause 1.0 - Definitions and interpretation The measuring system used for the preparation of the bills of quantities is the Standard System of Measuring Building Work (sixth edition, revised 1999) published by the Association of South African Quantity Surveyors [1.1] F:..... V:.....				
1	T:.....				
	Objective and preparation (A2 - A14)	H3			
	Clause 2.0 - Offer acceptance and performance obligations F:.....				
2	V:..... T:.....	Item			
	Clause 3.0 - Documents Refer to Annexure A for a list of the contract drawings Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT) [3.5]. The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or 3 methods, if any [3.9] F:..... V:..... T:.....				
	Clause 4.0 - Design responsibility F:..... V:.....	Item			
4	T:.....				
	Clause 5.0 - Employer's agents F:..... V:.....	Item			
5	T:.....				
	Clause 6.0 - Contractor's site representative F:.....	Item			
6	V:..... T:.....				

	Clause 7.0 - Compliance with laws and regulations Without limiting the generality of the provisions of clause 7.0, the contractor's attention is drawn to the provisions of the Construction Regulations, 2003 issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [7.1]			
7	F:..... V:..... T:.....	Item		
8	Clause 8.0 - Works risk F:..... V:..... T:.....	Item		
9	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item		
10	Clause 10.0 - General insurances F:..... V:..... T:.....	Item		
11	Clause 11.0 - Special insurances F:..... V:..... T:.....	Item		
12	Clause 12.0 - Effecting insurances F:..... V:..... T:.....	Item		
13	Clause 13.0 - Assignment F:..... V:..... T:.....	Item		
14	Clause 14.0 - Security F:..... V:..... T:.....	Item		
15	Execution (A15 - A23)	H3		
16	Clause 15.0 - Preparation for and execution of the works F:..... V:..... T:.....	Item		
17	Clause 16.0 - Site and access Certain areas will be occupied during the construction period and the contractor must execute the works with as little noise and disturbance as possible to the occupants. [16.6] F:..... V:..... T:.....	Item		
18	Clause 17.0 - Contract instructions F:..... V:..... T:.....	Item		
19	Clause 18.0 -Setting out of the works The contractor shall notify the principal agent if any encroachment of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments [18.1]	Item		
20	F:..... V:..... T:.....	Item		
21	Clause 19.0 - Temporary works and plant Clause 19.1.1 - Enclosure of the works F:..... V:..... T:.....	Item		
22	Clause 19.1.2 - Office accommodation - provide suitable office accomodation for site meetings with tables and chairs for ten people F:..... V:..... T:.....	Item		
23	Clause 20.0 - Nominated subcontractors Refer to the provisions on general attendance hereinafter F:..... V:..... T:.....	Item		
24	Clause 21.0 - Selected subcontractors General attendance of n/s subcontractors for pricing by the contractor shall be in accordance with the n/s agreement. Notwithstanding this provision, general attendance shall be deemed to include for the contractor to provide free of charge to any n/s subcontractor such scaffolding as may reasonably be required by such n/s subcontractor for the execution of the relevant subcontract work F:..... V:..... T:.....	Item		
25	Clause 22.0 - Employer's direct contractors F:..... V:..... T:.....	Item		
26	Clause 23.0 - Contractor's domestic subcontractors F:..... V:..... T:.....	Item		
27	Completion (A24 - A30)	H3		
28	Clause 24.0 - Practical completion F:..... V:..... T:.....	Item		
29	Clause 25.0 - Works completion F:..... V:..... T:.....	Item		
27	Clause 26.0 - Final completion F:..... V:..... T:.....	Item		
28	Clause 27.0 - Latent defects liability period F:..... V:..... T:.....	Item		
29	Clause 28.0 - Sectional completion F:..... V:..... T:.....	Item		

	Clause 29.0 - Revision of date for practical completion The removal and replacement of materials and/or workmanship which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value (Clause 29.3) 30 F:..... V:..... T:.....	Item			
31	Clause 30.0 - Penalty for late or non-completion: 0.05% of the Contract Amount inclusive of Value Added Tax per Calendar day F:..... V:..... T:.....	Item			
32	Payment (A31 - A35)  Clause 31.0 - Interim payment Materials and goods stored off site shall not be included in the amount authorised for payment [31.6.5] F:..... V:..... T:.....	H3 Item			
33	Clause 32.0 - Adjustment to the contract value - NOT APPLICABLEAll fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [32.1.3]Where prices are submitted by the contractor or n/s subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the agreement and notwithstanding the fact that such prices may be used in an interim payment certificate there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writingThe contractor shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by others. Claims for loss of profit shall not be entertained [32.2] F:..... V:..... T:.....	N/A			
34	Clause 33.0 - Recovery of expense and loss F:..... V:..... T:.....	Item			
35	Clause 34.0 - Final account and final payment F:..... V:..... T:.....	Item			
36	Clause 35.0 - Payment to other parties F:..... V:..... T:.....	Item			
	Termination (A36 - A39)	H3			
37	Clause 36.0 - Termination by employer - contractor's default F:..... V:..... T:.....	Item			
38	Clause 37.0 - Termination by employer - loss and damage F:..... V:..... T:.....	Item			
39	Clause 38.0 - Termination by contractor - employer's default F:..... V:..... T:.....	Item			
40	Clause 39.0 - Termination - cessation of the works F:..... V:..... T:.....	Item			
	Dispute (A40)	H3			
41	Clause 40.0 - Settlement of disputes F:..... V:..... T:.....	Item			
	Contract variables (A41 - A42)	H3			
42	Clause 41.0 - Post tender provisions The contractor is to complete and submit with his tender the JBCC Principal Building Agreement Contract Data CE F:..... V:..... T:.....	Item			
43	Clause 42.0 - Contractual agreement The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties F:..... V:..... T:.....	Item			
	SECTION B: PRELIMINARIES	H2			
	Definitions and interpretation (B1)	H3			
44	Clause 1.0 - Definitions and interpretation F:..... V:..... T:.....	Item			
	Documents (B2)	H3			
45	Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item			
46	Clause 2.2 - Provisional bills of quantities F:..... V:..... T:.....	Item			
47	Clause 2.3 - Availability of construction documentation The budgetary allowances and selected subcontract amounts allocated for subsequent trades included in this agreement will be separately procured, based on multiple procurement of selected subcontractors during the construction period F:..... V:..... T:.....	Item			
	Previous work and adjoining properties (B3)	H3			
48	Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item			

49	Clause 3.2 - Previous work - defects F:..... V:..... T:.....	Item			
50	Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....	Item			
	Samples, shop drawings and manufacturer's instructions (B4)	H3			
51	Clause 4.1 - Samples of materials F:..... V:..... T:.....	Item			
52	Clause 4.2 - Workmanship samples F:..... V:..... T:.....	Item			
53	Clause 4.3 - Shop drawings F:..... V:..... T:.....	Item			
54	Clause 4.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item			
	Deposits and fees (B5)	H3			
55	Clause 5.1 - Deposits and fees F:..... V:..... T:.....	Item			
	Temporary services (B6)	H3			
56	Clause 6.1 - Water F:..... V:..... T:.....	Item			
57	Clause 6.2 - Electricity F:..... V:..... T:.....	Item			
58	Clause 6.3 - Telecommunication facilities F:..... V:..... T:.....	Item			
59	Clause 6.4 - Ablution facilities F:..... V:..... T:.....	Item			
	Prime cost amounts (B7)	H3			
60	Clause 7.1 - Responsibility for prime cost amounts F:..... V:..... T:.....	Item			
	Special attendance on n/s subcontractors (B8)	H3			
61	Clause 8.1 - Special attendance F:..... V:..... T:.....	Item			
	General (B9)	H3			
62	Clause 9.1 - Protection of the works F:..... V:..... T:.....	Item			
63	Clause 9.2 - Protection/isolation of existing/ occupied works Certain areas of the site will be occupied during the construction period (see item 4 page 14) F:..... V:..... T:.....	Item			
64	Clause 9.3 - Security of the works F:..... V:..... T:.....	Item			
65	Clause 9.4 - Notice before covering work F:..... V:..... T:.....	Item			
66	Clause 9.5 - Disturbance F:..... V:..... T:.....	Item			
67	Clause 9.6 - Environmental disturbance F:..... V:..... T:.....	Item			
68	Clause 9.7 - Works cleaning and clearing F:..... V:..... T:.....	Item			
69	Clause 9.8 - Vermin F:..... V:..... T:.....	Item			
70	Clause 9.9 - Overhand work F:..... V:..... T:.....	Item			
	Schedule of variables (B10)	H3			
	Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract				
	10.1 - Provisional bills of quantities [2.2] The quantities are provisional No				
	10.2 - Availability of construction documentation [2.3] Construction documentation is complete Yes				
	10.3 - Previous work - dimensional accuracy [3.1]				
	10.4 - Previous work - defects [3.2]				
	10.5 - Inspection of adjoining properties [3.3]				
	10.6 - Water [7.2] Option A (by contractor) Yes Option B (by employer - free of charge) No Option C (by employer - metered)				

	10.7 - Electricity [7.3] Option A (by contractor) Yes Option B (by employer - free of charge)				
	10.8 - Telecommunications [7.4] Telephone Yes				
	10.9 - Ablution facilities [7.5] Option A (by contractor) Yes Option B (by employer)				
	10.10 - Protection of the works [9.1]				
	10.11 - Protection/isolation of existing/sectionally occupied works [9.2] Protection/isolation is required No				
	10.12 - Disturbance [9.5]				
	10.13 - Environmental disturbance [9.6]				
	<b>SECTION C: SPECIFIC PRELIMINARIES</b>	H2			
	Any special items to meet the particular circumstances of a specific project are embodied in this section. Where required for an aspect of the works to be executed according to a design by a consulting engineer, a recital of the headings to the individual clauses of the JBCC Engineering General Conditions are included				
71	Black economic empowerment and training F:..... V:..... T:.....	Item			
72	Proprietary branded products F:..... V:..... T:.....	Item			
	The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instructions after consultation with the manufacturer's authorised representative				
73	Contract instructions F:..... V:..... T:.....	Item			
	Contract instructions issued on site are to be recorded in triplicate in a contract instruction book which is to be supplied and maintained on site by the contractor				
74	Labour record F:..... V:..... T:.....	Item			
	At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and descriptions of tradesmen and labourers employed by him and all subcontractors on the works each day of that week				
75	Plant record F:..... V:..... T:.....	Item			
	At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools used on the works each day of that week				
76	Guarantees F:..... V:..... T:.....	Item			
	Where guarantees are called for, the contractor shall obtain a written guarantee, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The guarantee shall state that workmanship, materials and installation are guaranteed for a specified period from the date of certified completion of the contract, and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice from the principal agent to do so. This guarantee will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor. The principal agent shall be the sole judge of the cause responsible for defects in the work and his decision shall be final and binding in terms of clause 40.2 of the agreement				
77	Overtime F:..... V:..... T:.....	Item			
	Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorised, in writing, prior to execution thereof, that costs for such overtime are to be borne by the employer				
78	Co-operation of contractor for cost management F:..... V:..... T:.....	Item			
	It is specifically agreed that the contractor accepts the obligation of assisting the professional consultants in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The quantity surveyor undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedures to be implemented and the contractor will attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures in regard to all subcontractors				
79	Occupational Health and Safety Specification F:..... V:..... T:.....	Item			

	<p>The contractor shall comply with all the requirements set out in the Construction Regulations 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993). It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including extension of time or interest, due to such delay of payment. Provisions for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.</p> <p>Allow for the compulsory equipment and clothing, ie hats, safety shoes, safety clothing, safety glasses, safety masks, harnesses, etc F:..... V:..... T:.....</p> <p>Allow for all compulsory health and safety posters, boards, etc F:..... V:..... T:.....</p> <p>Allow for all compulsory health and safety workshops, meetings, lectures, demonstrations, etc F:..... V:..... T:.....</p> <p>Allow for all compulsory health and safety pamphlets, cards, paperwork, etc to each worker, consultant, public individual, etc coming onto the site F:..... V:..... T:.....</p> <p>Allow for compulsory health and safety files that must be completed daily and must be handed to the employer on completion of the contract F:..... V:..... T:.....</p> <p>Scope of Application as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Notification of Construction Work as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Employer's responsibilities as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Principal Contractor's responsibility as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Supervision of construction work as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Risk assessment as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Fall protection as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Structures Formwork and Support as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Excavation as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Demolition work as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Tunnelling as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Scaffolding as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Suspended platforms as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Bootswains chairs as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Materials hoists as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Batch plant as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Explosive powered tools as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Cranes as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Construction vehicles and mobile plant as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Electrical installations and machinery on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item		
80	V:..... T:.....			
81	F:..... V:..... T:.....			
82	V:..... T:.....			
83	F:..... V:..... T:.....			
84	V:..... T:.....			
85	V:..... T:.....			
86	V:..... T:.....			
87	V:..... T:.....			
88	V:..... T:.....			
89	V:..... T:.....			
90	V:..... T:.....			
91	V:..... T:.....			
92	V:..... T:.....			
93	V:..... T:.....			
94	V:..... T:.....			
95	V:..... T:.....			
96	V:..... T:.....			
97	V:..... T:.....			
98	V:..... T:.....			
99	V:..... T:.....			
100	V:..... T:.....			
101	V:..... T:.....			
102	V:..... T:.....			
103	V:..... T:.....			
104	V:..... T:.....			

105	Use and temporary storage of flammable liquids on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
106	Water environments as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
107	Housekeeping on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
108	Stacking and storage on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
109	Fire precautions as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
110	Construction welfare as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
111	Approved inspection Authorities as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
112	Offences and penalties as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
113	Repeal of regulations as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
114	Short title as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
115	Obligatory Sub-contracting and Training F:..... V:..... T:.....	Item			

116	The Contractor shall sub-contract 40% of the work to Domestic Sub-contractors as listed in the Schedule of Sub-Contractors in the Returnable Schedules. The Principal Agent and the Contractor shall at all times make sure that the work complies with the relevant specifications, standards and norms as contained in this tender. The Principal Agent and the Contractor shall provide for the necessary skills transfer and assistance to complete the sub-contracted section of the works. The Principal Agent and the Contractor shall provide the necessary documentation to the Domestic Sub-Contractor for upgrading of the rating by CIDB. BEE Sub-Contractors must be 100% black owned and have offices in Mpumalanga Province  Expanded Public Works Programme F:..... V:..... T:.....	Item			
117	The Contractor shall study the guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (EPWP) attached to this document. The Contractor shall take note of the requirements and inform all selected and or other sub-contractors, as no claim afterwards will be entertained  C11.1 Local and targeted labour F:..... V:..... T:.....	Item			
118	Allow for regular submission of proof of employment of local skilled and unskilled labour to Employer's representative F:..... V:..... T:.....	Item			
119	Training allowance paid to targeted labour in respect of formal training. F:..... V:..... T:.....	Item			
120	Extra over for the administration of payment of training allowances to targeted labour F:..... V:..... T:.....	Item			
121	Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site F:..... V:..... T:.....	Item			
122	C12: Contract drawings F:..... V:..... T:.....	Item			
123	The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed. Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent  C13: General preambles F:..... V:..... T:.....	Item			
124	C14: Trade names F:..... V:..... T:.....	Item			
125	Wherever a trade name form any product has been described in the bills of quantities / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders. If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for  C15: Community Liaison Officer F:..... V:..... T:.....	Item			
126	Allow for a Community Liaison Officer (CLO) to be appointed F:..... V:..... T:.....	Item			
127	Allow for net extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the site office. F:..... V:..... T:.....	Item			
128	Allow for net extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the toilets. F:..... V:..... T:.....	Item			
129	Allow for net extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the sheds. F:..... V:..... T:.....	Item			
130	C16: SANS 1921-6: HIV/AIDS Awareness read in conjunction with the Associated Specification Data F:..... V:..... T:.....	Item			
131	General requirements (Clause 4.1) F:..... V:..... T:.....	Item			
132	HIV/AIDS awareness programme (Clause 4.2) F:..... V:..... T:.....	Item			
133	Reporting (Clause 4.3) F:..... V:..... T:.....	Item			
	SUMMARY OF CATEGORIES	H3			
	Category : Fixed R..... Category : Value R..... Category : Time R.....				
	SECTION 1: TOTAL PRELIMINARIES			R	

<b>SECTION NO. 2</b>	H1				
<b><u>SUPPLY AND INSTALLATION OF HVAC SYSTEM</u></b>					
<b><u>BILL NO 1</u></b>	H1				
<b><u>FLOOR LEVEL: FIRST AND SECOND FLOOR WEST WING</u></b>	H1				
<b><u>MECHANICAL VENTILATION SYSTEM</u></b>					
Round duct 200mm d/a per meter	m	40	R	-	
Spigoe 150mm d/a	m	90	R	-	
Balancing dumper 150mm d/a	m	90	R	-	
Flex UM 150-150mm uninsulated 10m	m	50	R	-	
Disc value 150mm	No	9	R	-	
Reducer 250mm to 200mm	No	3	R	-	
Reducer 250mm to 150mm	No	3	R	-	
Breaking glass	No	3	R	-	
<b><u>SECTION 2: TOTAL SUPPLY AND INSTALLATION OF HVAC SYSTEM</u></b>			<b>R</b>	-	
<b><u>SECTION NO. 3</u></b>	H1	0			
<b><u>BILL NO. 1</u></b>	H1	0			
<b><u>PROVISIONAL SUMS</u></b>	H1	0			
<b><u>NOTES:</u></b>	H2	0			
1 The Contractor's attention is drawn specifically to the Principal Building Agreement Clause 20.0 (Nominated Sub-Contractors), Clause 21.0 (Selected Sub-Contractors) and Clause 22 (Work by Others) and to the related Clauses in Section 1, Bill No. 1 - Preliminaries					
2 The Contractor's attention is drawn also to the definition of attendance on Nominated or Selected Sub-Contractors and of fuel, power and water for commissioning of mechanical and other specialised installations given in the JBCC Preliminaries					
3 Where special attendance includes the provision of hoisting facilities for a Sub-Contractor then the Contractor shall:-					
* Ensure that the capacities of his hoisting equipment are sufficient to deal with the masses and the quantities of the items to be hoisted,					
* Schedule the times of availability of the hoisting equipment for each Sub-Contractor,					
* Provide all necessary personnel to operate the hoisting equipment,					
all to enable the Sub-Contractor to execute the hoisting or lowering of his material, etc. using the facilities provided by the Contractor					
4 Under no circumstances may any Provisional Amount, etc. be extended at an amount lower than the amount given in this Bill					
<b><u>PROVISIONAL SUMS</u></b>	H2	0			
<b><u>Electrical and Mechanical Installation</u></b>	H3	0			
Provide the amount of R 35 000.00 for Mechanical Installation of 1 x 12000btu Air Conditioner with all accessories supplied and installed complete	Item	1	R	-	
Profit	%	10%	R	-	
Allow for general attendance	%	5%	R	-	
<b><u>Fire Detection Alarm System</u></b>	H3	0			
Provide the amount of R 10 000.00 (Ten Thousand Rand) for the supply and installation of granite tops for kichenette	Item	1	R	-	
Profit	%	10%	R	-	
Allow for general attendance	%	5%	R	-	
<b><u>SECTION 3: TOTAL PROVISIONAL SUM</u></b>			<b>R</b>	-	

SECTION 1: TOTAL PRELIMINARIES	Sum	1	R	-
SECTION 2: TOTAL SUPPLY AND INSTALLATION OF HVAC SYSTEM	Sum	1	R	-
SECTION 3: TOTAL PROVISIONAL SUM	Sum	1	R	-
<b>SUB TOTAL (A)</b>	<b>ST</b>	<b>0</b>	<b>R</b>	<b>-</b>
CONTIGENCY	H3	0		
Allow 2.5% Contingencies	Item	1	R	-
<b>SUB TOTAL (B)</b>	<b>ST</b>	<b>0</b>	<b>R</b>	<b>-</b>
Add: Value Added Tax @ 15.0%	TAX	15%	R	-
<b>TOTAL CARRIED TO TENDER</b>			<b>R</b>	<b>-</b>

## 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<sup>1</sup> in the enterprise, employed by the state? YES/NO

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

---

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

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:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 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

---

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

**SBD4**

1, 2 and 3 ABOVE IS CORRECT.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

---

### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	
Enterprise owned by Black people	4
Enterprise owned by Women	4
Enterprise owned by Youth	4
Enterprise owned by Disabled	4
Enterprise owned by SMME's-QSE and EME	4
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
--------------	-----------	--------------

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

$80/20$	<b>or</b>	$90/10$
$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$ or		$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

$Ps$  = Points scored for price of tender under consideration

$Pt$  = Price of tender under consideration

$P_{max}$  = 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.)*

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (90/10 system) (To be completed by the organ of state)</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (90/10 system) (To be completed by the tenderer)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
Enterprise owned by Black people	N/A	4	N/A	
Enterprise owned by Women	N/A	4	N/A	
Enterprise owned by Youth	N/A	4	N/A	
Enterprise owned by Disabled	N/A	4	N/A	
Enterprise owned by SMME's-QSE and EME	N/A	4	N/A	

#### **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 proprietor

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:** .....

.....  
.....  
.....