

TENDER NOTICE

Jou roete na vooruitgang • Indlela yakho eya empumelelweni • Your route to prosperity



TENDER NO:

**GRDM/07/23-24: THE SUPPLY, DELIVERY,
INSTALLATION, REPLACE AND MAINTENANCE OF AIR
CONDITIONERS FOR A PERIOD OF THREE YEARS**

BIDDERS NAME:			
CONTACT DETAILS:	Phone:	Email:	
Date:			
Signature:		BBEE Status Level	

For official use.
Signatures of SCM Officials at Tender Opening
1.
2.

TENDER NOTICE

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GRDM/07/23-24: THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS

PARTICULARS OF TENDERER

1. TENDERER:
- ADDRESS:
- CONTACT PERSON:
- TELEPHONE NUMBER:
- E-MAIL:
2. BANK:
- BRANCH:
- CHEQUE ACCOUNT NUMBER:
- CONTACT PERSON:
- TELEPHONE NUMBER:
- E-MAIL :
3. PERFORMANCE SECURITY:
- BRANCH -CONTACT PERSON:
- TELEPHONE NUMBER:
4. VAT REGISTRATION NUMBER:
5. CIDB REGISTRATION NUMBER:
6. CSD REGISTRATION NUMBER :

.....
SIGNATURE OF TENDERER

.....
DATE

GARDEN ROUTE DISTRICT MUNICIPALITY

**GRDM/07/23-24: THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE
OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS**

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SECTION

DESCRIPTION

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Section 2: Scope Of Works

GRDM/07/23-24: THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS

PART T1 : TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

GRDM/07/23-24: THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS

PROJECT REF NO. GRDM/07/23-24

T1.1 : TENDER NOTICE AND INVITATION TO TENDER

George Municipality invites tenders for tender no: **GRDM/07/23-24** for **THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS.**

Only bidders who satisfy the eligibility criteria stated in the Standard Conditions of Bid (Clause C.2.1) are eligible to submit tenders.

It is estimated that tenderers should have a minimum CIDB contractor grading designation of **4ME** or higher.

All bids received shall be evaluated in terms of the Garden Route Municipality's Supply Chain Management Policy, read with the Preferential Procurement Regulations of 2022. It is estimated that the **80/20** preference points system will be applicable. Tenders will be evaluated in terms of price and preference.

Interested contractors can collect bid documents from the offices of Garden Route Municipality's Office, 54 York Street, George, 6530, Ground Floor, as from **Thursday 24 August 2023**. A non-refundable tender fee of R 350-00 (Three Hundred and Fifty Rand) for each set of documents, Alternatively, documents may be downloaded free-of-charge from the Garden Route District Municipality website at www.gardenroute.gov.za. Technical queries relating to this tender may be addressed to Mr Alwin Fuller, Tel No. 044 803 1372, e-mail alwin@gardenroute.gov.za

The closing time for receipt of tenders is 11:00 on Monday, 18 September 2023 at the Garden Route District Municipality Head Office, Supply Chain Management Offices Ground Floor, 54 York Street, George. Tenders, in sealed envelopes, marked "**TENDER GRDM/07/23-24: THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS.**", must be placed in the Tender Box, located at the Supply Chain Management Offices, First Floor, Civic Centre, York Street, George. No tenders received via e-mail or fax, or late tenders, will be accepted.

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.

A TCS PIN for bidders' tax compliance information must be submitted with the tender document.

Mr.MG Stratu : Municipal Manager
Garden Route District Municipality
PO BOX 12
GEORGE
6530

GRDM/07/23-24: THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS

GRDM/07/23-24

T1.2: TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts (refer: www.cidb.org.za) as included in the August 2019 edition (published in Government Gazette no 42622 of 8 August 2019) and which incorporates the amendments made in Board Notice No 423 of 2019.

The Standard Conditions of Tender make several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and any other Standard Conditions of Tender.

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

Clause	Wording
C.1.1	The employer is George Municipality.
C.1.2	The tender documents issued by the employer comprise: 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 PART C1: AGREEMENTS AND CONTRACT DATA C1.1: Form of Offer and Acceptance C1.2: Contract Data C1.3: Form of Performance Security (Pro Forma) C1.4: Form of Retention Money Guarantee (Pro Forma) PART C2 : PRICING DATA C2.1: Pricing Assumptions PART C3 : SCOPE OF WORK C3.1: Project Specification
C.1.4	Not Applicable Attention is drawn to the fact that verbal information, given by the Employer or Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents. The Employer's Agent is: <i>Not Applicable</i>
C.1.6.2	Not Applicable A competitive negotiation procedure will not be followed.
C.1.6.3	Not Applicable A two-stage system will not be followed.
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

Clause	Wording
	<p>a) Attendance of compulsory clarification meeting. (See schedule 2A)</p> <p>b) The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</p> <p>c) The tenderer has demonstrated previous experience in THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS of the same nature and complies with the minimum functionality criteria stated (Schedule 1F).</p>
C2.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for an ME class of construction work, are eligible to have their tenders evaluated.</p> <p>It is estimated that the grading required for this tender to be a 4ME or higher.</p> <p>Contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of the requirement above and who satisfy all other Eligibility Criteria in terms of this Tender, may submit tender offers.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. each member of the joint venture is registered with the CIDB. 2. the lead partner has a contractor grading designation in the ME class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an ME class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
C.2.7	<p>No site meeting , clarification questions is to be sent to Alwin Fuller at (044) 803 1372 , e-mail:alwin@gardenroute.gov.za.</p>
C.2.11	<p>All corrections in the bill of quantities shall be done by deleting, re-writing and initialling next to the amendment. The use of correction fluid is prohibited.</p>
C.2.12	<p>If, a tenderer wishes to submit an alternative/equivalent offer, the only criteria permitted for such alternative/equivalent tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p>
	<p>Calculations, drawings and all other pertinent technical information and characteristics, as well as modified or proposed Pricing Data must be submitted with the alternative/equivalent tender offer to enable the Employer to evaluate the efficiency of the alternative/equivalent and its principal elements, to take a view on the degree to which the alternative/equivalent complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p>
	<p>Acceptance of an alternative/equivalent tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative/equivalent is accepted, to accept full responsibility and liability that the alternative/equivalent offer complies in all respects with the Employer's standards and requirements.</p>
C.2.13.2	<p>Tender documents submitted shall be the original completed document, completed by hand in black ink. Copies of the completed document or parts thereof will not be</p>

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Clause	Wording
	accepted as a legal tender document and will result in such tender to be considered as non-responsive.
C.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer are:</p> <p>Location of tender box: Garden Route District Municipality, Supply Chain Offices, Tender Box</p> <p>Physical address: Ground Floor, 54 York Street, George</p> <p>Identification details: TENDER NO:GRDM/07/23-24 : THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE OF AIR CONDITIONERS FOR A PRIOD OF THREE YEARS.</p>
C.2.14	All items indicated in the bill of quantities must be priced. The tender amount must therefore cover the total scope of work requested.
C.2.15	The closing time for submission of tender offers is: 11:00 on Monday, 18 September 2023. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted
C.2.16	The tender offer validity period is Hundred and twenty (120) days.
C.2.17	<p>The tenderer is required to submit the following certificates with his tender:</p> <p>A Certificate of Contractor Registration (CIDB), issued by the Construction Industry Development Board, must be submitted. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.</p>
C.2.18	<p>Tax Clearance Status Pin (TCS)</p> <p>The Tenderer must provide the necessary PIN for the Employer to verify Tax compliance on the SARS database.</p> <p>Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.</p>
C.2.19	<p>The time and location for opening of the tender offers are:</p> <p>Time: 11:00 on Monday, 18 September 2023</p>
C2.20	<p>Location: Garden Route District Municipality, Committee Room, Supply Chain Offices, Ground Floor, 54 York Street, George</p>
C2.20	A two-envelope procedure will not be followed.
C.3.1	<p>Test for Responsiveness</p> <p>Tender offers will be considered non-responsive if, inter alia:</p> <ol style="list-style-type: none"> the offer section of the "Form of offer and acceptance" (Part C1.1) is not fully completed and signed; the tenderer does not comply with the eligibility criteria listed above; the tender does not comply with the prescribed specifications; and <p>the tenderer has failed to submit an original and valid Tax Clearance Status Pin as issued by the South African Revenue Services or a valid PIN.</p>
C.3.2	<p>Arithmetical Errors</p> <p>The highest ranked Tenderer will be notified of all errors or omissions that are identified in the tender offer and will be requested to either confirm the tender offer as tendered or accept the corrected total of prices . Where a Tenderer elects to confirm the tender offer as tendered, arithmetical errors will be corrected in the following manner:</p> <ol style="list-style-type: none"> If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise

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Clause	Wording																																				
	<p>selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p> <p>The tender offer will be rejected if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.</p>																																				
C.3.3	<p>The procedure for the evaluation of responsive tenders is indicated in the Garden Route District Municipality Preferential Procurement Policy 2022. Price and Preference will be used to evaluate this tender.</p> <p>Evaluation of tender offers</p> <p>General</p> <p>THE 80/20 PREFERENCE POINT SYSTEMS</p> <p>A maximum of 80 points is allocated for price for all projects with value up to R50 000 000 on the following basis:</p> $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)^{\frac{80}{20}}$ <p>Where</p> <p>Ps = Points scored for comparative price of bid under consideration Pt = Comparative price of bid under consideration Pmin = Comparative price of lowest acceptable bid</p> <p>POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION</p> <p>In terms of the Garden Route District Municipality Preferential Procurement Policy 2022 Financial Year up to 10 preference points can be awarded for B-BBEE Status level of Contribution</p> <table border="1" data-bbox="384 1267 1469 1832"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th> <th>Number of points (80/20 system)</th> <th>Number of points (90/10 system)</th> </tr> </thead> <tbody> <tr><td>1</td><td>10</td><td>5</td></tr> <tr><td>2</td><td>9</td><td>4.5</td></tr> <tr><td>3</td><td>7</td><td>3</td></tr> <tr><td>4</td><td>6</td><td>2.5</td></tr> <tr><td>5</td><td>4</td><td>2</td></tr> <tr><td>6</td><td>3</td><td>1.5</td></tr> <tr><td>7</td><td>2</td><td>1</td></tr> <tr><td>8</td><td>1</td><td>0.5</td></tr> <tr><td>Non-compliant contributor</td><td>0</td><td>0</td></tr> </tbody> </table> <p>POINTS AWARDED FOR LOCALITY</p> <p>In terms of the Garden Route District Municipality Preferential Procurement Policy 2022/23 Financial Year up to 10 preference points can be awarded for Locality</p> <table border="1" data-bbox="371 1980 1481 2103"> <thead> <tr> <th>Locality</th> <th>Number of points for Preference (80/20)</th> <th>Number of Points for Preference (90/10)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)	1	10	5	2	9	4.5	3	7	3	4	6	2.5	5	4	2	6	3	1.5	7	2	1	8	1	0.5	Non-compliant contributor	0	0	Locality	Number of points for Preference (80/20)	Number of Points for Preference (90/10)			
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Locality	Number of points for Preference (80/20)	Number of Points for Preference (90/10)																																			

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Signature of Bidder

Clause	Wording		
	Supplier / Service provider with location within Garden Route District	10	5
	Supplier / Service Provider with location within Western Cape Province	5	2.5
	Supplier / Service Provider with primary location within South Africa but outside the Western Cape Province	0	0
C.3.4	Garden Route District Municipality reserves the right to scale down on the Scope of Work in order for the contract value to fit into available budget.		
C.3.5	<p>Bid offers will only be accepted if:</p> <p>a) The bidder Tax matter have been declared in order by or has made arrangements to meet outstanding tax obligations.</p> <p>The bidders or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combatting of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>b) The bidder has not:</p> <p>i) abused the Employer's Supply Chain Management System; or</p> <p>ii) failed to pay municipal rates and taxes of service chargers and such rates, taxes and charges are not in arrears for more than three months</p> <p>iii) failed to perform on any previous contract as has been given written notice to this effect;</p> <p>c) The bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest that may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process.</p>		
C.3.6	<p>If the Supply Chain Management, Municipal Manager, or other delegated official has resolved that a tender be accepted, the successful and unsuccessful tenderers shall be notified in writing of this decision.</p> <p>The Garden Route District Municipality Supply Chain Management Policy gives any person whose rights have been affected by such a decision, the right to appeal such decision within 14 days of notification of the decision.</p> <p>Any tenderer wishing to exercise this right, must submit their appeal in writing to Garden Route District Municipality, marked for the attention of the Municipal Manager, Garden Route District Municipality, PO Box 12, George, 6530.</p> <p>The format of the appeal must:</p> <ul style="list-style-type: none"> • set out the reasons for the appeal; • state in which way the appellant's rights have been affected by the decision; • state the remedy sought, and • be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Bid Adjudication Committee. 		

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Signature of Bidder

Clause	Wording
	<p>Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).</p> <p>The notification of the decision sent to the successful tenderer is not acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 14 days of the notification of any final decision (i.e., Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.</p> <p>The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Municipality's appeals process.</p>
C.3.7	The number of paper copies of the signed contract to be provided by the Employer is one (1).

Annexure G
(normative)

Alpha-numeric associated with the Contractor Grading Designations

Table G1 : Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range Designation	Maximum Value of Contract that a Contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No limit

GARDEN ROUTE DISTRICT MUNICIPALITY

**GRDM/07/23-24: THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE
OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS**

GRDM/07/23-24

<p>PART T2 : RETURNABLE DOCUMENTS</p>
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T2.1 List of Returnable Documents

T2.2 Returnable Schedules

GARDEN ROUTE DISTRICT MUNICIPALITY

**GRDM/07/23-24: THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE
OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS**

GRDM/07/23-24

T2.1 : LIST OF RETURNABLE DOCUMENTS
--

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

- Schedule :1A Authority for Signatory
- Schedule : 1B Compulsory Enterprise Questionnaire
- Schedule :1C Declaration Concerning Fulfilments of the Construction Regulations
- Schedule :1D Joint Venture Disclosure Form
- Schedule : 1E Contractor's Information
- Schedule : 1F Declaration in terms of the MFMA in terms of Municipal Rates & Services
- Schedule :1G Invitation to Bid (MBD 1)
- Schedule :1H Declaration of Interest (MBD 4)
- Schedule : 1I Preference Points Claim Form (MBD 6.1)
- Schedule : 1J Declaration of Bidders Past Supply Chain Management Practices (MBD 8)
- Schedule :1K Certificate of Independent Bid Determination (MBD9)

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

- Schedule :2A** Documents of Incorporation
- Schedule :2B** Certificate of Contractor Registration Issued by the CIDB
- Schedule :2C** Health and Safety Agreement
- Schedule :2D** B-BBEE Certificate
- Schedule : 2E** Locality of Tenderer's Offices

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

Schedule :3A Record of Addenda to Tender Documents

4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

C1.1 : Form of Offer and Acceptance

C1.2 : Contract Data Part

C1.3 : Form of Performance Security (Pro Forma)

C2.1 : Pricing Assumptions

GARDEN ROUTE DISTRICT MUNICIPALITY

**GRDM/07/23-24: THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE
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Schedule :1A	Authority for Signatory
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Schedule :1C	Declaration Concerning Fulfillment of the Construction Regulations
Schedule : 1D	Joint Venture Disclosure Form
Schedule : 1E	Contractor's Information
Schedule : 1F	Declaration in terms of the MFMA in terms of Municipal Rates & Services
Schedule : 1G	Invitation to Bid (MBD 1)
Schedule : 1H	Declaration of Interest (MBD 4)
Schedule : 1N	Declaration for procurement above R10 million (MBD 5)
Schedule : 1I	Preference Points Claim Form (MBD 6.1)
Schedule : 1J	Declaration of Bidders Past Supply Chain Management Practices (MBD 8)
Schedule : 1K	Certificate of Independent Bid Determination (MBD9)

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Schedule : 2A	Certificate of Attendance at Clarification Meeting
Schedule : 2B	Documents of Incorporation
Schedule : 2C	Certificate of Contractor Registration Issued by the CIDB
Schedule : 2D	Health and Safety Agreement
Schedule : 2E	B-BBEE Certificate
Schedule : 2F	Locality of Tenderer's Offices

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4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

C1.1 : Form of Offer and Acceptance

C1.2 : Contract Data (Part 1 & 2)

C1.3 : Form of Performance Security (Pro Forma)

C2.1 : Pricing Assumptions

C2.2 : Scope of Works

SCHEDULE 1A: AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

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

A. Certificate for Company

I,, chairperson of the board of directors of
, hereby confirm that by resolution of the board
(copy attached) taken on 20..., Mr/Ms
 acting in the capacity of, was authorized to sign all documents in
 connection with this tender for contract and any contract resulting from it on behalf of
 the company.

As witnesses :

1. Chairman :
 2. Date :
- Tenderers must attach a copy of the Resolution of the Board.

B. Certificate for Partnership

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

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

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

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
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By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

Lead partner		

D. Certificate for Sole Proprietor

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

As witnesses:

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

E. Certificate for Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

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

GARDEN ROUTE DISTRICT MUNICIPALITY

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SCHEDULE 1B: 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: Record of service of the state

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

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

Section 7: Record of spouses, children and parents in the service of the state

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

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

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

* Insert separate page if necessary

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

- 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;
- v) 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 _____

Enterprise name _____

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SCHEDULE 1C : DECLARATION CONCERNING FULFILLMENT OF THE CONSTRUCTION REGULATIONS

In terms of clause 5.1(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

- 1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

Table with 2 columns: YES, NO

- 2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Table with 2 columns: Description of resources, Tick box

- 3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

Dotted lines for providing details of key persons

4. Provide details of proposed training (if any) that will be undergone:

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

5. List potential key risks identified and measures for addressing risks:

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

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ID NO:

(Name in Print):

2. ID NO:

(Name in Print):

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SCHEDULE 1D: JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) Refer Scope of Works:
ii) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
iii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
a) the contributions of capital and equipment
b) work items to be performed by the Affirmable Joint Venture Partner's own forces
c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
iv) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
v) ABE partners must complete ABE Declaration Affidavits.

1. JOINT VENTURE PARTICULARS

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

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

2.2(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

3.2(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

- 3.3(a) Name of Firm
- Postal Address
- Physical Address
- Telephone
- Fax
- Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....
(Continue as required for further non-Affirmable Joint Venture Partners)

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

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

5. OWNERSHIP OF THE JOINT VENTURE

- a) Affirmable Joint Venture Partner ownership percentage(s)..... %
- b) Non-Affirmable Joint Venture Partner ownership percentage(s)%
- c) Affirmable Joint Venture Partner percentages in respect of *

- (i) Profit and loss sharing
- (ii) Initial capital contribution in Rand (R).....

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

- (iii) Anticipated on-going capital contributions in Rand (R).....
- (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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

NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)
b)
c)
d)
e)

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)
b)
c)
d)
e)

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

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

- a) **Joint Venture cheque signing**
.....
- b) **Authority to enter into contracts on behalf of the Joint Venture**
.....
- c) **Signing, co-signing and/or collateralising of loans**
.....
- d) **Acquisition of lines of credit**
.....
- e) **Acquisition of performance bonds**
.....
- f) **Negotiating and signing labour agreements**
.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

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

- a) **Supervision of field operations**
.....
- b) **Major purchasing**
.....
- c) **Estimating**
.....
- d) **Technical management**
.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

- a) **Identify the "managing partner", if any**

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

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

.....
 c) **Describe the management structure for the Joint Venture's work under the contract**

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

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

10. PERSONNEL

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

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

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

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

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

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

.....

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

.....

.....

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

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

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

.....

.....

.....

.....

.....

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

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

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

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SCHEDULE 1E: CONTRACTOR'S INFORMATION

COMPLETE AS FULLY AS POSSIBLE, WHERE APPLICABLE
CONTRACTORS, SUPPLIERS AND SERVICES PROVIDERS (PROFESSIONAL AND NON-PROFESSIONAL)

PART ONE

1. NAME OF COMPANY

[Grid for Name of Company]

[Grid for Name of Company]

2. ADDRESS: PHYSICAL

[Grid for Physical Address]

[Grid for Physical Address]

POSTAL

[Grid for Postal Code]

[Grid for Postal Code]

CODE

[Grid for Code]

WEBSITE http

[Grid for Website]

E-MAIL

[Grid for E-mail]

2.1 PHYSICAL ADDRESS IN LOCAL AREA (if applicable)

[Grid for Local Address]

[Grid for Local Address]

CODE

[Grid for Code]

CONTACT PERSON (Name & Details)

[Grid for Contact Person]

TELEPHONE

[Grid for Telephone]

FAX

[Grid for Fax]

CELL PHONE

[Grid for Cell Phone]

3. SECTOR (e.g. Construction)

[Grid for Sector]

3.1 NATURE OF BUSINESS

1.

[Grid for Nature of Business]

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

(e.g. Plumbing)

2. [Grid of 20 empty boxes]

4. REGISTERED AS:

CLOSE CORPORATION PTY LTD COMPANY CO-OPERATIVE

SOLE TRADER LTD COMPANY

PARTNERSHIP NOT REGISTERED

4.1 REGISTERED NO. (if applicable) [Grid of 20 empty boxes]

5. VAT REGISTRATION NO. (if applicable) (Attach certified copy) [Grid of 20 empty boxes]

5.1 RATES SERVICES ACCOUNT NO. [Grid of 20 empty boxes]

6. ANNUAL SALES/TURNOVER (Previous financial year)

20..... R

20..... R

20..... R

7. TOTAL ASSETS (Previous financial year)

20..... R

20..... R

20..... R

8. CURRENT CONTRACTS WITH COUNCIL

CONTRACT NO.	1.	[Box]	2.	[Box]	3.	[Box]
DURATION		[Box]		[Box]		[Box]
APPROXIMATE VALUE		R [Box]		R [Box]		R [Box]
DATES CONTRACTS WERE SIGNED		[Grid]		[Grid]		[Grid]
PAYMENT TERMS		[Box]		[Box]		[Box]

9. PREVIOUS CONTRACTS WITH COUNCIL (Last financial year only)

CONTRACT NO.	[Box]	[Box]	[Box]
APPROXIMATE VALUE	R [Box]	R [Box]	R [Box]

10. NAME AND ADDRESS OF AUDITORS/ACCOUNTING OFFICERS

NAME [Grid of 20 empty boxes]

[Grid of 20 empty boxes]

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

GARDEN ROUTE DISTRICT MUNICIPALITY

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SCHEDULE 1F: DECLARATION IN TERMS OF THE MFMA (ACT 56 OF 2003) IN TERMS OF MUNICIPAL RATES AND SERVICES

NAME OF ENTERPRISE/TENDERER* :

I the undersigned, who warrants that he/she is duly authorized to do so on behalf of the abovementioned enterprise/tenderer, do hereby declare that, to the best of my knowledge, neither the enterprise nor any of its directors, members or partners has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
b) failed, during the last five years, to perform satisfactorily on a previous contract with the George Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
c) abused the supply chain management system of the George Municipality or has committed any improper conduct in relation to this system;
d) been convicted of fraud or corruption during the past five years;
e) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

I acknowledge that any misrepresentation in respect of this declaration may be regarded as reason to cancel any contract arising out of this tender.

SIGNED ON BEHALF OF ENTERPRISE/TENDERER:

DATE:

* where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

Tender Number: GRDM/07/23-24
Name of the Bidder: _____

DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,

(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2023

PLEASE NOTE:

MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE with a reason and THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED. In the event of leasing, a lease agreement MUST be attached to the tender document.

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

GARDEN ROUTE DISTRICT MUNICIPALITY

GRDM/07/23-24: THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS

SCHEDULE G : INVITATION TO BID (MBD 1 PART A)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GEORGE MUNICIPALITY			
BID NUMBER:	GRDM/07/23-24	CLOSING DATE:	18 SEPTEMBER 2023
		CLOSING TIME:	11:00
DESCRIPTION	GRDM/07/23-24: THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (FORM OF OFFER AND ACCEPTANCE).			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

George Municipality, First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George

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			
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> 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]

PS.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	PS.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
PS.3 TOTAL NUMBER OF ITEMS OFFERED		PS.4 TOTAL BID PRICE	R
PS.5 SIGNATURE OF BIDDER	.....	PS.6 DATE	
PS.7 CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

DEPARTMENT	SUPPLY CHAIN UNIT	DEPARTMENT	PLANNING & DEVELOPMENT
CONTACT PERSON	NATHAN JURIES	CONTACT PERSON	ALWIN FULLER
TELEPHONE NUMBER	044 803 1310	TELEPHONE NUMBER	044803 1372
E-MAIL ADDRESS	nathan@gardenroute.gov.za	E-MAIL ADDRESS	alwin@gardenroute.gov.za
E-MAIL ADDRESS		E-MAIL ADDRESS	

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

TERMS AND CONDITIONS FOR BIDDING (MBD 1 PART B)

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 ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE FIDIC GENERAL CONDITIONS OF CONTRACT AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. 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 ABOVE.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

GARDEN ROUTE DISTRICT MUNICIPALITY

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GEDM/07/23-24

MBD 4

SCHEDULE 1H: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or he representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.....
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars.....
.....

4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE :

Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)

THE CONTRACT WILL BE AUTOMATICALLY CANCELLED IF THERE IS A CONFLICT OF INTEREST WHICH IS NOT DISCLOSED BY THE BIDDER

Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

GARDEN ROUTE DISTRICT MUNICIPALITY

GRDM/07/23-24: THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS

GRDM/07/23-24

MBD 6.1

SCHEDULE 11: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all bids 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 Preference Point allocation:

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest 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;
- (b) Preference points for B-BBEE status level contribution
- (c) Preference points for Locality

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	
PRICE	80	90
Preference Points: B-BBEE Status level Contributor	10	5
Preference Points: Locality	10	5
Total points	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 the tender, B-BBEE certificate or an Affidavit for an Exempt Micro Enterprise, will be interpreted to mean that preference points are not claimed.

1.6 Garden Route District Municipality reserves the right to require of a bidder, either before a bid is

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Signature of Bidder

adjudicated or at any time subsequently, to substantiate any claim regarding preference points, in any manner required by the Municipality.

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).
- (f) **“B-BBEE”** means broad -based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- (g) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad -Based Black Economic Empowerment Act;
- (h) **“Broad-Based Black Economic Empowerment Act”** means the Broad -Based Black Economic Empowerment Act, 2003 (Act No.53 of 2003);
- (i) **“Proof of B-BBEE status level of contributor” means:**
- 1) B-BBEE Status level certificate issued by an authorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (j) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practise on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (k) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad -Based Black Economic Empowerment Act;
- (l) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents

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:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{in} = Price of lowest acceptable tender

PREFERENCE POINTS FOR LOCALITY

Locality	Number of points for Preference (80/20)	Number of Points for Preference (90/10)
Supplier / Service provider with location within Garden Route District	10	5
Supplier / Service Provider with location within Western Cape Province	5	2.5
Supplier / Service Provider with primary location within South Africa but outside the Western Cape Province	0	0

5. BID DECLARATION

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

4. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.2

4.1 B-BBEE Status Level of Contributor = (Maximum of 10 or 5 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Any EME		

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

Any QSE		
---------	--	--

7.1.2 Joint Venture and Consortiums - Preference points

B-BBEE Preference Points

- i. Joint Ventures and Consortiums must submit a consolidated B-BBEE level contribution certificate in the name of the joint venture or the consortium to be able to claim B-BBEE preference points
- ii. In the absence of a consolidated B-BBEE certificate, the Joint Venture and Consortium may not be awarded B-BBEE preference points

Locality Preference Points

Joint Ventures or Consortiums to claim preference points for locality within;

- i. Garden Route Region - All members of the Joint Venture or Consortium must reside in Garden Route to be able to claim preference points. If one or more members of the Joint venture or Consortium is not based in the Garden Route, the bidding entity cannot claim any preference points for locality in the Garden Route District
- ii. Western Cape Province: All members of the Joint Venture or Consortium must be based in the Western Cape Province to be eligible to claim preference for locality. If one or more members of the consortium is not based in the Western Cape Province, the bidding entity may not claim points for locality in the Western Cape.

8 DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm.....

8.2 VAT registration number.....

8.3 Company registration number:

8.4 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]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional
- Other service providers, e.g. transporter, etc

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

A Tenderer must submit a Municipal Account for their primary business location or valid lease agreement, as per address indicated in the bid document, to claim preference points for locality

Failure to submit a valid Municipal Account or Lease agreement will result in 0 preference point allocation for locality

Municipality where business is situated:.....

Registered Account Number:.....

Stand Number:.....

8.8 Total number of years the company/ firm has been in business:.....

8.9 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 *audio 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:
.....

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES
(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)
(Gazette Vol. 630 No. 41287)**

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full names and surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business: <i>Indicate the applicable category with a tick.</i>	BEP (Built Environment Professional)	Contractor	Supplier
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"		
Definition of "Black Designated Groups"	"Black Designated Groups" means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"		

- 3) I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____% Black Owned
- The Enterprise is _____% Black Female Owned
- The Enterprise is _____% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
 - Black Youth % _____%
 - Black Disabled % _____%
 - Black Unemployed % _____%

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

- o Black People living in Rural areas % _____%
- o Black Military Veterans % _____%

Construction Sector Affidavit

1. Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was less than the applicable amount confirmed **by ticking the applicable box below.**

BEP	R1.8 million	
Contractor	R3.0 million	
Supplier	R3.0 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

2. Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box below.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

COMMISSIONER OF OATHS
SIGNATURE & STAMP

GARDEN ROUTE DISTRICT MUNICIPALITY

GRDM/07/23-24: THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS

GRDM/07/23-24

MBD 8

SCHEDULE 1J: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
--

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.
 I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD
 THIS DECLARATION PROVE TO BE FALSE.**

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

GARDEN ROUTE DISTRICT MUNICIPALITY

GRDM/07/23-24: THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS

GRDM/07/23-24

SCHEDULE 1K: CERTIFICATE OF INDEPENDENT BID DETERMINATION
--

MBD 9

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

GARDEN ROUTE DISTRICT MUNICIPALITY

**GRDM/07/23-24: THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE
OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS**

<p>SCHEDULE 2A : DOCUMENTS OF INCORPORATION</p>
--

The tenderer must attach to this page a certified copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

GARDEN ROUTE DISTRICT MUNICIPALITY

**GRDM/07/23-24: THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE
OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS**

GRDM/07/23-24

<p>SCHEDULE 2B: REGISTRATION ISSUED BY THE CIDB</p>
--

The tenderer must attach to this page either a certificate of Contractor Registration issued by the Construction Industry Development Board or proof of registration in terms of the Construction Industry Development Board Act.

GARDEN ROUTE DISTRICT MUNICIPALITY

GRDM/07/23-24: THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS

SCHEDULE 2C : OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (SECTION 37(2))

AGREEMENT MADE AND ENTERED INTO BETWEEN THE GEORGE MUNICIPALITY (HEREINAFTER CALLED THE "CLIENT") AND

.....

(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,, representing

....., as an employer

in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed aton the.....day of.....20....

Witness

Mandatory

Signed at on the.....day of.....20....

Witness

for and on behalf of Garden Route District Municipality

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

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GRDM/07/23-24

SCHEDULE 2D : B-BBEE CERTIFICATE

The tenderer must attach to this page a **certified copy of their B-BBEE level of contribution certificate** in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a certified copy of the B-BBEE Certificate for each of the joint venture partners.

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<p>SCHEDULE 2E: LOCALITY OF TENDERER'S OFFICES</p>

The tenderer must attach to this page proof of address of their offices from where this specific Contract will be executed.

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PART C1 : AGREEMENT AND CONTRACT DATA

- C1.1** **Form of Offer and Acceptance**
- C1.2** **Contract Data**
- C1.3** **Form of Performance Security (Pro Forma)**

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GRDSM/07/23-24

C1.1 : FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

GRDM/07/23-24: THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS

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

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

The offered total of the prices inclusive of Value-Added Tax is
.....
.....
.....
..... Rand (in words);

R.....(in figures)

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

Signature(s)
Name(s)
Capacity

for the Tenderer
(Name and address of organization)

Name and signature of witness Date

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

2. ACCEPTANCE

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

The terms of the contract are contained in

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

Part C2 : Pricing data

Part C3 : Scope of work

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the 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 agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof 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 the 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 (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

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

GEORGE MUNICIPALITY

**GRDM/07/23-24: THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE
OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS**

CONTRACT DATA

DATA PROVIDED BY THE CONTRACTOR

Clause	Description
1.1.2.3 & 1.3	The Contractor is the <i>[Enter the Legal name of the Contractor].</i> The Contractor's address for receipt of communications and notices is : Telephone: Facsimile: E-mail : Address (Postal) : Address (Physical) :
1.1.3.3	The Works shall be completed in days/weeks/months

GARDEN ROUTE DISTRICT MUNICIPALITY

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C1.2 : PERFORMANCE SECURITY (PRO FORMA)

TENDER NO. GRDM/07/23-24

Whereas Garden Route District Municipality (hereinafter referred to as "the Employer") entered into, a Contract with

.....

(hereinafter called "the Contractor") on theday of 20.....

for the construction of

.....

at

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS

has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE,

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Taking-over Certificate in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

- 5. Our total liability hereunder shall not exceed the Guaranteed Sum of
.....(R.....)
- 6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
- 7. We hereby choose our address for the serving of all notices for all purposes arising here from
as
.....

IN WITNESS WHEREOF this guarantee has been executed by us at
on this day of 20.....

As witnesses:

- 1. Signature
- 2. Duly authorized to sign on behalf of
.....
Address
.....
.....

GARDEN ROUTE DISTRICT MUNICIPALITY

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PART C2: PRICING DATA

C2.1 Pricing Assumptions

C2.2 Scope of Works

GARDEN ROUTE DISTRICT MUNICIPALITY

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C2.1 : PRICING ASSUMPTIONS

C2.1.1 PREAMBLE TO THE SCHEDULE OF PRICES

- C2.1.1.1 All prices shall be quoted in the currency of the Republic of South Africa and will be held to be firm unless otherwise stated, in which case sufficient information must be afforded at the time of tendering to indicate the basis on which payment shall be adjusted.
- C2.1.1.2 The Tenderer shall enter a price against each item in the schedule of prices where quantities and/or "Rate Only" items have been included. **Should an item specifically be excluded from the offer submitted, such tender will be regarded as non-responsive and not be considered.**
- C2.1.1.3 The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.
- C2.1.1.4 **Any exclusions of any part of the specified scope of work, or exclusion of the allowances for contingencies and escalation on the Tender Summary page shall cause the tender to be regarded as non-responsive.**
- C2.1.1.5 The prices quoted for the supply of plant and equipment shall include for all handling, loading, transporting and of-loading required for the delivery of the plant and equipment to the site, including in the case of of-site storage for double handling at the store.
- C2.1.1.6 Only major Items have been scheduled but the Tenderer shall nevertheless include for all things he considers necessary whether specified in detail or not to supply, deliver and install the listed equipment to specification and in a satisfactory and workmanlike manner. No extra price will be considered for the provision of materials or labour which should have been allowed to provide the completed works unless detailed by the Contractor in the space provided elsewhere in the Specification.
- C2.1.1.7 Any additional charges in connection with off-site storage which there may be over and above the prices quoted in the various sections of these schedules of prices shall be set out in detail by the Tenderer.
- C2.1.1.8 The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Tender Summary for the purpose of VAT.
- C2.1.1.9 Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Engineer and Employer.
- C2.1.1.10 Schedule of Prices shall be completed by hand and signed in **black ink**. Corrections must be done by deleting, rewriting and initialling next to the amendment.
- C2.1.1.11 **The final quantities for each item must be verified by the Contractor before ordering. Any discrepancy between the bill of quantities and the verified quantities must be reported to the Engineer before ordering of such material.**
- C2.1.1.12 Garden Route District Municipality reserves the right to scale down on the Scope of Work in order for the tender value to fit into the available budgets for The evaluation of the tender offers will however, as per the guidelines of the CIDB, be based on the full tender amounts as received.

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

GARDEN ROUTE DISTRICT MUNICIPALITY**GRDM/07/23-24: THE SUPPLY, DELIVERY, INSTALLATION, REPLACE AND MAINTENANCE
OF AIR CONDITIONERS FOR A PERIOD OF THREE YEARS****C2.2 : SCOPE OF WORKS****Specifications****PURPOSE OF TENDER**

The purpose is to request a formal tender for the supply, delivery, installation, replace and maintenance of air conditioners for a three year period.

BACKGROUND

Garden Route District Municipality has various models of air conditions installed in buildings spread all over the municipal area. Air conditioners are installed at offices, and other buildings that need air conditioners. Some of these air conditioners need to be replaced and maintained.

Scope of work

Prospective bidders must tender for the following services, for a period of 3 years.

- The successful bidder will be responsible to carry out servicing of existing air conditioners, as and when requested to do so by the municipality, per financial year, per type of air conditioner, unit and as per the specific area.
- The successful bidder will be responsible to carry out unplanned repairs and maintenance, as and when requested to do so by the Municipality, based on the fee/call out rate(s)
- The successful bidder will be responsible for the supply, delivery and installation of new units, if and when requested to do so by the Municipality, based on their rates per unit per financial year and specific area,
- The electrical connections to the Distribution Board must be done by a qualified electrician and a Certificate of Compliance must be issued after each installation.
- **Remove existing units and reinstall, if and when requested to do so by the Municipality, based on their rates per unit per financial year and specific area.**

Areas identified:

Item No	Building /Site	Location
1	54 York Street ,Main Building	George
2	Mission Street/ Next To Railway Museum	George
3	Victoria Bay Camping Site/Property	George
5	Knysna Health Office	Knysna
6	Plett Health Office	Plettenberg Bay
7	MosselBay Health Office	Mosselbay
8	Riversdal Health Office	Riversdal
9.	Fire station Riversdal	Riversdal
10.	Ladismit Fire station	Ladismith
11	Calitzdorp Resort	Calitzdorp
12	De Hoek Mountain Resort	De Hoek
13	Oudtshoorn Health Office	Oudtshoorn

COMPULSORY REQUIREMENTS

1. **Proof of registration with professional body/bodies, such as the South African Institute of Refrigeration and Air conditioning or the South African & Air condition Contractors Associations or similar associations**
2. **CIDB grading of 4 ME Failure to provide the above will lead to disqualification.**
3. **Provide at least 3 relevant contactable references**
4. **Submit proof of certificates for the technicians**

GENERAL CONDITIONS

- The National Building Regulations and Building Standards Act No. 103 of 1977 as amended in 1984 and all amendments thereafter.
- The latest revision of SABS 0400: The Applications of the National Building Regulations, as amended.
- SABS Code of Practice for the Wiring of Premises No. 0142 of 1981, as amended.
- The Machinery and Occupational Health and Safety Act No. 85 of 1993.
- Any other relevant by-laws of local or other authorities.
- A warranty of three (3) years must be given to new installed air conditioners
- NB:- AA rates will be used to determine the rate per km.

ELECTRICAL INSTALLATION

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

- Unless otherwise stated in the Supplementary Specification tenderers must allow in their price for the complete electrical installation and wiring.
- All electrical equipment and wiring shall be in accordance with the current issue of the Department's
- **Clause 1.2.1 (a) of the Standard Electrical Specification shall read "The South African Bureau of Standards Code of Practice for the Wiring of Premises as amended".**

Turnaround times

- Emergencies pertaining to the Server Room: a maximum of 3 hours responsive from notification time; Confirm in writing
- Emergencies: a maximum of 5 hours response time from notification time; Confirm in writing
- Repairs and new installations: Action written 7 days of receiving official order. Confirm in writing

PART C3 TECHNICAL SPECIFICATION FOR AIR CONDITIONING SYSTEM

1.	General Specification
	<ul style="list-style-type: none"> • Compressor motor control: Inverter type • Operator control: IR remote control • Sound power level: 60dBA (max)
2.	Space cooling
	<ul style="list-style-type: none"> • Energy efficiency class: A++. • Seasonal energy efficiency ratio (SEER): 5.1.
3.	Space heating
	<ul style="list-style-type: none"> • Energy efficiency class: A++. • Seasonal coefficient of performance (SCOP): 3.8
4.	Electrical specifications
	<ul style="list-style-type: none"> • Voltage: 220-240 V. • Frequency: 50/60 Hz.

Year 1

Description	Type / Size	No of units	Labour Rate For Installation	Electrical Connexion Including all cost	Replacement Cost Inverter Air conditioner/Including All Cost	Servicing Bio Annually	Call Out Rate	Based of operations
Air Conditioners	9 000Btu Console Inverter	1	R					
	13 000Btu Console Inverter	1	R					
	15 000Btu Console Inverter	1	R					

YEAR 1: Rate per km					
RATE TO THE BUILDINGS	RATE PER KM				
	0 – 50 km	51 – 100 km	101 – 150 km	151 – 250 km	251 km +

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Signature of Bidder

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Signature of Bidder

Description	Type / Size	No of units	Labour Rate For Installation	Electrical Connexion Including all cost	Replacement Cost Inverter Air conditioner/Including All Cost	Servicing Bio Annually	Call Out Rate	Rate per Km
Air Conditioners	9000Btu Midwall Split Inverter	1	R					
	12 000Btu Midwall Split Inverter	1	R					
	18 0000Btu Midwall Split Inverter	1	R					
	22 000Btu Midwall Split Inverter	1	R					

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Signature of Bidder

Description	Type / Size	No of units	Labour Rate For Installation	Electrical Connexion Including all cost	Replacement Cost Inverter Air conditioner/Including All Cost	Servicing Bio Annually	Call Out Rate	Rate per Km
Air Conditioners	12 000Btu Cassette Inverter	1	R					
	18 000Btu Cassette Inverter	1	R					
	24 000Btu Cassette Inverter	1	R					
	36 000Btu Cassette Inverter	1	R					
	47 000Btu Cassette Inverter	1	R					

Description	Type / Size	No of units	Labour Rate For Installation	Electrical Connexion Including all cost	Replacement Cost Inverter Air conditioner/Including All Cost	Servicing Bio Annually	Call Out Rate	Rate per Km
Air Conditioners	24 000Btu Under Ceiling	1	R					
	36 000Btu Under Ceiling	1	R					
	47 000Btu Under Ceiling	1	R					

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

Year 2

Description	Type / Size	No of units	Labour Rate For Installation	Electrical Connexion Including all cost	Replacement Cost Inverter Air conditioner/Including All Cost	Servicing Bio Annually	Call Out Rate	Rate per Km
Air Conditioners	9 000Btu Console Inverter	1	R					
	13 000Btu Console Inverter	1	R					
	15 000Btu York Console Inverter	1	R					

YEAR 2: Rate per km					
RATE TO THE BUILDINGS	RATE PER KM				
	0 – 50 km	51 – 100 km	101 – 150 km	151 – 250 km	251 km +

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

Description	Type / Size	No of units	Labour Rate For Installation	Electrical Connexion Including all cost	Replacement Cost Inverter Air conditioner/Including All Cost	Servicing Bio Annually	Call Out Rate	Rate per Km
Air Conditioners	9 000Btu Midwall Split Inverter	1	R					
	12 000Btu Midwall Split Inverter	1	R					
	18 000Btu Midwall Split Inverter	1	R					
	22 000Btu Midwall Split Inverter	1	R					

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Signature of Bidder

Description	Type / Size	No of units	Labour Rate For Installation	Electrical Connexion Including all cost	Replacement Cost Inverter Air conditioner/Including All Cost	Servicing Bio Annually	Call Out Rate	Rate per Km
Air Conditioners	12 000Btu Cassette Inverter	1	R					
	18 000Btu Cassette Inverter	1	R					
	24 0000Btu Cassette Inverter	1	R					
	36 000Btu Cassette Inverter	1	R					
	47 000Btu Cassette Inverter	1	R					

Description	Type / Size	No of units	Labour Rate For Installation	Electrical Connexion Including all cost	Replacement Cost Inverter Air conditioner/Including All Cost	Servicing Bio Annually	Call Out Rate	Rate per Km
Air Conditioners	24 000Btu Under Ceiling	1	R					
	36 000Btu Under Ceiling	1	R					
	47 000Btu Under Ceiling	1	R					

Year 3

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

Description	Type / Size	No of units	Labour Rate For Installation	Electrical Connexion Including all cost	Replacement Cost Inverter Air conditioner/Including All Cost	Servicing Bio Annually	Call Out Rate	Rate per Km
Air Conditioners	9 000Btu Console Inverter	1	R					
	13 000Btu Console Inverter	1	R					
	15 000Btu Console Inverter	1	R					

YEAR 3: Rate per km					
RATE TO THE BUILDINGS	RATE PER KM				
	0 – 50 km	51 – 100 km	101 – 150 km	151 – 250 km	251 km +

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

Description	Type / Size	No of units	Labour Rate For Installation	Electrical Connexion Including all cost	Replacement Cost Inverter Air conditioner/Including All Cost	Servicing Bio Annually	Call Out Rate	Rate per Km
Air Conditioners	9 000Btu Midwall Split Inverter	1	R					
	12 000Btu Midwall Split Inverter	1	R					
	18 000Btu Midwall Split Inverter	1	R					
	22 000Btu Midwall Split Inverter	1	R					

Description	Type / Size	No of units	Labour Rate For Installation	Electrical Connexion Including all cost	Replacement Cost Inverter Air conditioner/Including All Cost	Servicing Bio Annually	Call Out Rate	Rate per Km
Air Conditioners	12 000Btu Cassette Inverter	1	R					
	18 000Btu Cassette Inverter	1	R					
	24 000Btu Cassette Inverter	1	R					
	36 000Btu Cassette Inverter	1	R					
	47 000Btu Cassette Inverter	1	R					

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

Description	Type / Size	No of units	Labour Rate For Installation	Electrical Connexion Including all cost	Replacement Cost Inverter Air conditioner/Including All Cost	Servicing Bio Annually	Call Out Rate	Rate per Km
Air Conditioners	24 000Btu Under Ceiling	1	R					
	36 000Btu Under Ceiling	1	R					
	47 000Btu Under Ceiling	1	R					

Working Hours

The working hours for the installation and maintenance will be as follows:

Normal Service Time

Monday – Friday -07h30am – 16h30

After Hours/Public Holidays and Weekends /Service Time

As required

Enquiries

Please contact Mr Alwin Fuller for any further information on 069 178 4779.

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

GARDEN ROUTE DISTRICT MUNICIPALITY

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CIDB STANDARD CONDITIONS OF TENDER

The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692, of 1 February 2008, Board Notice 11 of 2009 in Government Gazette No 31823, of 30 January 2009, Board Notice No 86 of 2010 in Government Gazette No 33239 of 28 May 2010 and Board Notice No 136 of 2015 in Government Gazette No 38960 of 10 July 2015 .

This August 2019 edition incorporates the amendments made in Board Notice No 423 of 2019, published in Government Gazette no. 42622 of 8 August 2019.

C.1 General

C.1.1 Actions

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

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

Note:

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

C.1.2 Tender Documents

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

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

C.1.3 Interpretation

The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.1 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a

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schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.3 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who

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collected tender documents.

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

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

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers

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and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 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.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

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

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial

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resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.
- d) Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

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