



RATLOU LOCAL MUNICIPALITY

TENDER NO: NW381/TECH01/2022/2023

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS & MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER SUBMITTED BY:

NAME OF TENDERER : _____

ADDRESS OF TENDERER : _____

TELEPHONE NUMBER : _____

CSD MAAA NUMBER : _____

TOTAL AMOUNT : _____

ISSUED BY:
Infrastructure and Technical Services
Ratlou Local Municipality Delareyville Road, Setlagole Village
Private Bag X 209 Madibogo
Tel: [018] 330 7000
Fax: [018] 330 7047

CLOSING DATE: TUESDAY, 24th JANUARY 2023 at 11H00a.m

RATLOU LOCAL MUNICIPALITY

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS
& MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL
BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A
PERIOD OF 36 MONTHS**

TENDER NO: NW381/TECH01/2022/2023

SIGNATURE OF BIDDER

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: Ratlou Local Municipality

Department : Supply Chain Management

Contact Person : Mr Ipakeng Lekoto

Tel : 018 – 330 7000

Fax : 018 – 330 7047

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Municipality / Municipal Entity: Ratlou Local Municipality

Department : Technical Services

Contact Person : Mr M.C. Shomolekae

Tel : 018 – 330 7000

Fax : 018 – 330 7047

RATLOU LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS & MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: NW381/TECH01/2022/2023

PAGE REFERENCE CHECK FOR OPENING & EVALUATION

ITEM	DESCRIPTION	REFERENCE PAGE	TICK
1	Invitation to Bid Cover Page (MBD 1)	6	
2	Certificate of Authority for Signatory	13	
3	Certificate of Attendance at Compulsory Clarification Meeting	19	
4	Form of Offer and Acceptance	37 - 40	
5	Original Tax Clearance Certificate	30	
6	Proof of Payment of Municipal Account (Statement) for both the business properties and residential properties of directors	31	
7	Declaration of Interest (MBD 4)	16	
8	Company Registration Certificate	32	
9	Copies of Identity Document of Partners or Directors	33	
10	Proof of Residence for both the business properties and residential properties of directors	34	
11	Pricing Schedule (MBD 3.1)	47	
12	Company Profile (Company Relevant Experience Report)	29	
13	Certificate of Independent Bid Determination (MBD 9)	21	
14	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2011 (MBD 6.1)	23 - 28	
15	CIDB Registration Number (To be attached in Section 3 of Compulsory Enterprise Questionnaire)	To be attached in section 3	

16	Proof of Purchasing of this Document: Receipt from Supply Chain Unit	To be attached at the back of the first page
17	B-BBEE Certificate	35

RATLOU LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS & MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

CONTENT

Page

The Tender

Part T1 Tender Procedure	
T1.1 Tender Notice and Invitation to Tender	6
T1.2 Tender Data	7
Part T2 Returnable Documents	
T2.1 List of Returnable Documents	10
T2.2 Returnable Schedules	12
T2.3 Returnable Documents	31

The Contract

Part C1 Agreement and Contract Data	
C1.1 Form of Offer and Acceptance	37
C1.2 Contract Data	43
Part C2 Pricing Data	
C2.1 Pricing Instructions	46
Part C5 General Conditions of Contract	47

RATLOU LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS
& MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL
BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A
PERIOD OF 36 MONTHS

TENDER NO: NW381/TECH01/2022/2023

PART T.1

TENDERING PROCEDURES

RATLOU LOCAL MUNICIPALITY
APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS & MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: NW381/TECH01/2022/2023

Bids are hereby invited from qualified and experienced Contractors for the APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS & MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

Service Providers are advised to submit company profiles with the following compliance requirements:

- Founding Statement / Proof of Registration as a Legal Entity;
- Certified ID Copies of all Directors (Date stamp Not older than three months from the date of the advert);
- Valid Tax Clearance Certificates (Original Document);
- Proof of residence of all Directors of the Company or JV as they appear on the company registration certificates (Not older than three months from the date of the advert);
- Proof of residence for the business premises (Not older than three months from the date of the advert);
- Statement as Proof of payment of Municipal services for business properties (Not older than three months from the date of the advert)
- Statement as Proof of payment of Municipal services for residential properties of all Directors of the company (Not older than three months from the date of the advert);
- Certified Copy of BBBEE certificates obtained from accredited agencies by SANAS or registered auditors approved by IRBA (Independent Regulatory Board of Auditors) or in case Exempted Micro Enterprises, the BBBEE certificate may be issued by registered Accountant as well.
- All required copies must be certified and date stamp should not be older than three months from the date of the advertisement.
- Copies from certified copies are not allowed and will not be accepted
- CIDB Grading 3 ME or Higher

No compulsory briefing session will be held

Bids will be evaluated and adjudicated in accordance with Municipal Supply Chain Management policy, the Preferential Procurement Policy Framework Act no 5 of 2000 and Preferential Procurement Regulations 2017 and 80/20 preference point system will be applied. This bid will firstly be evaluated on Functionality. Suppliers that obtain less than 70% on functionality will be regarded as non-responsive and will not be evaluated further.

Tender documents entailing detailed specifications will be obtainable from **Wednesday, 04th January 2023** from the offices of (Ratlou Local Municipality, R507 Delareyville Road, Setlagole Village). Tender document will only be issued upon payment of a non-refundable deposit of **R1000.00**; or can be downloaded for free on the National Treasury's e-Tender database. Cheques shall be bank guaranteed and made payable to Ratlou Local Municipality.

All tender documents and supporting documents sealed and clearly marked with relevant bid number and tender description should be deposited in the tender box of Ratlou Local Municipality at R507 Delareyville Road, Setlagole Village before the **CLOSING DATE: Tuesday, 24th January 2023 at 11H00 a.m.**

NB: The Municipality reserves the right, in its absolute responsibility to cancel a tender or not to award the tender to the lowest tender or any of the tenders, also note that electronic/telegraphic tenders will not be accepted. Any queries relating to the technical specification you may call the Technical Services Department: on 018 330 7000 during office hours.

ACTING MUNICIPAL MANAGER
GOBAKWANG MOATSHE



RATLOU LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS & MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: NW381/TECH01/2022/2023

T1.2 TENDER DATA

CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, Board Notice 9 of 2008 published on Government Gazette No. 30692 of 1 February 2008.

The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

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

Clause number	
F.1.1	The employer is Ratlou Local Municipality
F.1.2	The tender documents issued by the employer comprise: The Tender Part T1 T1.1 Tender Procedure T1.2 Tender Notice and Invitation to Tender Tender Data Part T2 T2.1 Returnable Documents T2.2 List of Returnable Documents Returnable Schedules The Contract Part C1 C1.1 Agreement and Contract Data C1.2 Form of Offer and Acceptance Contract Data Part C2 C2.1 Pricing Data C2.2 Pricing Instructions Pricing schedule Part C3 C3.1 Scope of Works Project data
F.1.4	The employer's agent is: Name: M.C Shomolekae Address: Private Bag X 209 Madibogo Tel: (018) 330-7000/ 076 994 0404 Fax: (018) 330-7047 E-mail: mooketsi@ratlou.gov.za
F.1.6.2	A competitive bid procedure will be followed in this tender.
F.1.6.3	A single competitive bid procedure will be followed in this tender.
F.2.2	The cost for tendering will be for the account of the tenderer.



F.2.7	A compulsory clarification meeting will be held.																				
F.2.12	No alternative tender offers will be accepted.																				
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original only.																				
F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Ratlou Local Municipality at R507 Delareyville Road, Setlagole Village Physical address: Setlagole Village Identification details: "TENDER NO: APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS & MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS" " name and address of the tenderer.																				
F.2.13.6 F.3.5.1	A two-envelope procedure will not be followed.																				
F.2.15.1	The closing time for submission of tender offers is 11:00 on Tuesday, 24 January 2023.																				
F.2.15.1	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.																				
F.2.16	The tender offer validity period is 90 Days																				
F.2.23	The tenderer is required to submit with his tender: 1) an original valid Tax Clearance Certificate issued by the South African Revenue Services 2) Proof of payment of municipal account both the directors and company premises																				
F.3.4.1	The time and location for opening of the tender offers are: Time: 11H00 on Tuesday, 24 January 2023. Location: Ratlou Local Municipality R507 Delareyville Road Setlagole Village																				
F 3.11.1	The employer will reduce each responsive tender offer to a comparative offer and using the following method to evaluate the responsive tender offers. Tenders will be evaluated in terms of <ul style="list-style-type: none"> • Price • Broad Based Black Economic Empowerment (B-BBEE) status level of the contributor as calculated by an accredited verification agency of auditor 																				
F3.11.3	The procedure for the evaluation of responsive tenders is Method 4: This is an 80/20 contract in terms of the Preferential Procurement Policy Framework (Act No.5 of 2011) as amended in 2017. Eighty (80) points will go towards price and twenty (20) points will be determined based on the Broad Based Black Economic Empowerment (B-BBEE) status level of the contributor as calculated by an accredited verification agency or auditor. <ul style="list-style-type: none"> - Price - 80 points - B-BBEE Status Level of Contributor points are as follows: <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of Preference Points (80/20 Evaluation System)</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-Contributor</td><td>0</td></tr> </tbody> </table>	B-BBEE Status Level of Contributor	Number of Preference Points (80/20 Evaluation System)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-Contributor	0
B-BBEE Status Level of Contributor	Number of Preference Points (80/20 Evaluation System)																				
1	20																				
2	18																				
3	14																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-Contributor	0																				
F3.11.7	Scoring Financial Offers The score for financial offer is calculated using Formula 2 (option 1) where W_1 is the points allocated to financial offer and equals 80																				
F3.11.8	This section refers to the following: - Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2011) as amended in 2017																				



	<p>- Ratlou Local Municipality Supply Chain Management Policy</p> <p>Preference points allocation, through the tender evaluation process, will be determined based on the Broad Based Black Economic Empowerment (B-BBEE) status level of the contributor as calculated by an accredited verification agency or auditor. The B-BBEE status level of the contributor must be included on the valid, original or certified copy of the B-BBEE certificate of the contributor that is to be submitted with bid documentation should the bidder wish to claim preference points for the specific bid.</p>
F.3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none">a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Servicesb) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; andd) the tenderer has not:<ul style="list-style-type: none">i) abused the Employer's Supply Chain Management System; orii) Failed to perform on any previous contract and has been given a written notice to this effect.e) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the Employer or potentially compromise the tender process.
F3.18	<p>The number of paper copies of the signed contract to be provided by the employer is one (1)</p>



RATLOU LOCAL MUNICIPALITY

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS &
MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS &
FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

TENDER NO: NW381/TECH01/2022/2023

PART T.2
RETURNABLE DOCUMENTS



RATLOU LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS & MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: NW381/TECH01/2022/2023

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

- 1 Returnable Schedules Required for Tender Evaluation Purposes**
 - 1.1 Certificate of Authority for Signatory
 - 1.2 Compulsory Enterprise Questionnaire (include CIDB Registration Number)
 - 1.3 Declaration of Tender's Past Supply Chain Management Practices / Interest (MBD 4)
 - 1.4 Certificate of Attendance at Compulsory Clarification Meeting
 - 1.5 Record of Addenda to Tender Documents
 - 1.6 Evaluation Schedules: Preference
 - 1.7 Form of Offer
 - 1.8 Pricing Schedule (MBD 3.1)
 - 1.9 Certificate of Independent Bid Determination
 - 1.10 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2011 (MBD 6.1)
- 2 Other documents required for tender evaluation purposes**

CSD registration and Proof of Registration as a Legal Entity
Certified ID Copies of all Directors (Not older than three months);
Valid Tax Clearance Certificates (Original Document);
Company Profile;
Proof of residence of all Directors of the Company or JV (Not older than three months);
Proof of residence for the business premises (Not older than three months);
Statement as Proof of payment of Municipal services for business properties (Not older than three months);
Statement as Proof of payment of Municipal services for residential properties of all Directors of the company (Not older than three months);
Original or Certified Copy of BBBEE certificates obtained from accredited agencies by SANAS or registered auditors approved by IRBA (Independent Regulatory Board of Auditors) or in case Exempted Micro Enterprises, the BBBEE certificate may be issued by registered Accountant as well.
CIDB 3 ME or Higher
- 3 Returnable Schedules that will be incorporated into the contract**

As bound in this document
- 4 Other documents that will be incorporated into the contract**



5	C1.1 Offer and acceptance
6	C1.2 Contract Data (Part 2)
C2.2	Schedule of Quantities

RATLOU LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS & MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: NW381/TECH01/2022/2023



T2.2 RETURNABLE SCHEDULES

RATLOU LOCAL MUNICIPALITY APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS & MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: NW381/TECH01/2022/2023

1.1 CERTIFICATE OF AUTHORITY OF SIGNATORY

A letter to authorize a specific person to sign all documents in connection with the tender and contract for Contract Number: **NW381/TECH01/2022/2023**

In the case of a

- i) Company, the letter must be signed by the chairperson of the Board of Directors
- ii) close corporation by all of the key members upon whom rests the direction of affairs of the close corporation as a whole
- iii) partnership, by all of the key members upon whom rests the direction of affairs of the partnership as a whole
- iv) joint venture by the legally authorized signatories of all the partners in the joint venture
- v) sole proprietor, by the sole owner

If the authority to sign is not attached to the tender document at submission, the tender will be considered as non-responsive and will be rejected by the employer.

**RATLOU LOCAL MUNICIPALITY****APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS & MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS****TENDER NO: NW381/TECH01/2022/2023****1.2 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:

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 in the service of the state

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

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

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

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



*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that 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;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- 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

**RATLOU LOCAL MUNICIPALITY
APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS &
MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS &
FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

TENDER NO: NW381/TECH01/2022/2023

1.3 DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
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 and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.



- 3.1 Full Name:
- 3.2 Identity Number:
- 3.3 Position occupied in the Company:
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:
- 3.6 VAT Registration Number:
- 3.7 The names of all directors/trustees/shareholders, 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*
3.8.1 If yes, furnish particulars..... YES / NO
-
- 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?
- 3.10.1 If yes, furnish particulars.....
-
- 3.10 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?
- 3.10.1 If so, furnish particulars.....

* MSCM 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.



.....

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

3.12.1 If so, furnish particulars.....

.....

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

3.13.1 If so, furnish particulars.....

.....

4. Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
CORRECT.

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

..... Signature Date

..... Position Name of Bidder

RATLOU LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS & MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: NW381/TECH01/2022/2023

1.5 Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:	
Date	Title or Details
1.	
2.	
3.	
4.	
5.	

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

RATLOU LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS & MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: NW381/TECH01/2022/2023

1.9 Certificate of Independent Bid Determination (MBD 9)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(NW381/TECH01/2022/2023: APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS & MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS)

at Setlagole Village in Ratlou Local Municipality

in response to the invitation for the bid made by:

Ratlou Local Municipality.

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

MBD 9

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.

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

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

Signature

Date

Position

Name of Bidder

RATLOU LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS & MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: NW381/TECH01/2022/2023

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

- 1.4 The maximum points for this bid are allocated as follows:

POINTS	
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“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;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro 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;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized 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;
- (i) **“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;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE
3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:
80/20 or 90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES		NO	
-----	--	----	--

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		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people	✓	✓
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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
- ☐ Company

☐ (Pty) Limited

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

- 8.6 Total number of years the company/firm has been in business:.....
- 8.7 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
 SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

1.7 COMPANY RELEVANT EXPERIENCE REPORT

Previous Experience

In addition to any requirements, bidders must furnish particulars of:

- All construction related services of similar nature of the assignment provided to an organ of state in the last five years;
- Any construction related service provided to an organ of state in the last five years.

[illegible]

Evaluation Criteria

The evaluation criteria will be based on Functionality, Price and Preferential points. Bidder's assessment on Functionality will be categorized into qualification and experience of key personnel and the bidders' track record in similar field of work as well as capacity.

The tender will be evaluated in two stages, namely: (1) Functionality and (2) Price and Preferential Points. Only the combined Price and BBBEE points will determine the highest point scoring bidder to be awarded the contract.

POINTS CALCULATION ON FUNCTIONALITY:-

Experience of the bidder in similar field of work (Reference letters from previous institutions worked for are to be attached)	Weight (50)
▪ More than 6 Reference letters	40
▪ 04 – 05 Reference letters	30
▪ 01 – 03 Reference letters	20
▪ No Reference letters	0
▪ TOTAL POINTS	40

Only reference letters will be accepted, no purchase orders and appointment letters

Capacity of the Bidder (Qualified HVAC Technician)	Weight (50)
▪ 2 Qualified HVAC Technicians	40
▪ 1 Qualified HVAC Technician	30
▪ No Qualified HVAC Technician	0
▪ TOTAL POINTS	40

LOCALITY

Locality of the Bidder (Proof of Residence from Local Authority)	Weight (20)
Within Ratlou	20
Within Ngaka Modiri Molema	15
Within North West Province	10
Outside the Province	0
▪ TOTAL POINTS	20

NB: THE BIDDER SCORING LESS THAN 70% WILL NOT BE EVALUATED FURTHER

RATLOU LOCAL MUNICIPALITY**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS & MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS****TENDER NO: NW381/TECH01/2022/2023****T2.3 RETURNABLE DOCUMENTS**

Attached the following documents to this page.

8.8 Tax Clearance Certificate

Notes:

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

RATLOU LOCAL MUNICIPALITY**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS &
MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS &
FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36
MONTHS****TENDER NO: NW381/TECH01/2022/2023**

2.2 Proof of Payment of Municipal Account (statement) for both the business
properties and residential properties of directors

- Not more than three months old and it be in the name of the bidder / shareholders etc.
- Bidders who are renting office space and are not responsible for payment of municipal services, attach a copy of the lease agreement.

RATLOU LOCAL MUNICIPALITY

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS &
MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS &
FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36
MONTHS**

TENDER NO: NW381/TECH01/2022/2023

1. Company Registration Certificate

RATLOU LOCAL MUNICIPALITY

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS &
MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS &
FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36
MONTHS**

TENDER NO: NW381/TECH01/2022/2023

2. Certified Copies of Identity Document of Partners or Directors (Not older than 3 months)

RATLOU LOCAL MUNICIPALITY

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS &
MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS &
FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36
MONTHS**

TENDER NO: NW381/TECH01/2022/2023

**2.5 Proof of Residence for both the Business properties and Residential
properties of Directors (Not older than 3 months)**

RATLOU LOCAL MUNICIPALITY

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS &
MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS &
FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36
MONTHS**

TENDER NO: NW381/TECH01/2022/2023

RATLOU LOCAL MUNICIPALITY

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS &
MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS &
FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36
MONTHS**

TENDER NO: NW381/TECH01/2022/2023

2.5 B-BBEE Certificate (Original or certified copy)

RATLOU LOCAL MUNICIPALITY

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS &
MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS &
FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36
MONTHS**

TENDER NO: NW381/TECH01/2022/2023

PART C.1

AGREEMENT AND CONTRACT DATA

RATLOU LOCAL MUNICIPALITY

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS &
MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS &
FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36
MONTHS**

TENDER NO: NW381/TECH01/2022/2023

PART C1.1

FORM OF OFFER AND ACCEPTANCE

RATLOU LOCAL MUNICIPALITY

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS &
MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS &
FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36
MONTHS**

TENDER NO: NW381/TECH01/2022/2023

FORM OF OFFER AND ACCEPTANCE

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

The Tenderer, identified in the Offer signature block below, 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.

Amount excluding vat:		
15% Vat:		
(Vat registration number) if registered:		
IF NOT REGISTERED FOR VAT INDICATE		
Total amount:		

THE OFFERED TOTAL OF THE PRICES EXCLUDING VALUE ADDED TAX (VAT) (IF NOT REGISTERED FOR VAT) IS:

.....
 Rand (in words);

THE OFFERED TOTAL OF THE PRICES INCLUDING OF VALUE ADDED TAX (IF REGISTERED FOR VAT) IS:

.....
 Rand (in words);

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Tenderer

Signature

Name

Capacity

.....
 (Name and address of organization)

.....

Witness: Signature Name

Date:

**The Following Particulars Must Be Furnished
(Failure To Do So May Result In Your Bid Being Disqualified)**

NAME OF BIDDER:

POSTAL ADDRESS:

.....

STREET ADDRESS:

.....

TELEPHONE NUMBER:

CELLPHONE NUMBER:

FACSIMILE NUMBER:

E-MAIL:

VAT NUMBER:

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)
YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?(MBD 6.1)
YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? (Tick applicable box)

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)	

A REGISTERED AUDITOR	
----------------------	--

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

TOTAL BID PRICE: R.....(EXCLUDING VAT) if not registered for VAT

TOTAL BID PRICE: R.....(INCLUDING VAT) if registered for VAT

TOTAL NUMBER OF ITEMS OFFERED

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? (IF YES ENCLOSE PROOF)

RATLOU LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS & MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: NW381/TECH01/2022/2023

ACCEPTANCE

By signing this part 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
- Part C4 Site Information

And drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 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 deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviation (if any). Unless the Tenderer (Now the Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties,

For the Employer:

Signature

Name, Mr. Gobakwang Moatshe

Capacity, Acting Acting Municipal Manager

Name and address of the organisation:

Ratlou Local Municipality
Setlagole Village on R507 Delareyville Road
Private Bag X209
Madibogo 2772

Witness: **Signature** **Name**

Date:

RATLOU LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS &
MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS &
FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36
MONTHS

TENDER NO: NW381/TECH01/2022/2023

SCHEDULE OF DEVIATIONS

1 Subject Details	N/A
2 Subject Details	N/A
3 Subject Details	N/A
4 Subject Details	N/A

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

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

For the Employer:

Signature

Name

Mr. Gobakwang Moatshe

Capacity

Acting Acting Municipal Manager
Ratlou Local Municipality
Setlagole

For the Tenderer:

Signature

Name

.....

Capacity

.....

RATLOU LOCAL MUNICIPALITY

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS &
MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS &
FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36
MONTHS**

TENDER NO: NW381/TECH01/2022/2023

PART C1.2

CONTRACT DATA

RATLOU LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS & MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: NW381/TECH01/2022/2023

C1.2 CONTRACT DATA

Conditions of Contract

The *General Conditions of Contract for Construction Works 2nd Edition (2010)*, published by the South African Institute of Civil Engineering, is applicable to this contract.

Contract Specific Data

The following contract specific data are applicable to this contract. Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Part 1: Data provided by the Employer

Clause	
1.1.14	The name of the Employer is Ratlou Local Municipality
1.1.15	The Authorised and Designated representative of the Employer is: Name: Mr. M.C Shomolekae
1.2.2	The Employer's address for receipt of communications is: Physical address: Ratlou Local Municipality R507 Delareyville Road Setlagole Village Postal address: Ratlou Local Municipality R509 Delareyville Road Setlagole Village Telephone: (018) 330-7000 Fax: (018) 330-7047 E-mail: mooketsi@ratlou.gov.za
1.6 & 38	The non-working days are Sundays and public holidays
7	The time to deliver the Deed of Guarantee is within 28 days of the commencement date
10	The Contractor shall commence executing the Works within fourteen (14) days from the date of appointment.
35.1.3	The limit for indemnity for liability insurance is R 200,000.00
42.1	The work shall be completed within the agreed date of completion as provided by the Contractor in his/her programme.
49.1.5	The percentage advance on materials not yet built into the permanent works is 0%
49.3	The percentage retention on the amounts due to the Contractor is 0%.

49.3	The limit of the retention money is 0% of the contract value.
49.5	The Defects Liability Period is three (12) months from the date of the Certificate of Completion.
	The supply, delivery and commissioning period of the project shall not exceed one month(s).

Part 2: Data provided by the Contractor

Clause	
1.8	The legal name of the Contractor is
1.2.2	The address of the Contractor is is:
	Physical address:
	Postal address:
	Telephone: (.....)
	Fax: (.....)
	E-mail:

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

RATLOU LOCAL MUNICIPALITY

**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS &
MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS &
FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36
MONTHS**

TENDER NO: NW381/TECH01/2022/2023

**PART C2
PRICING DATA**

RATLOU LOCAL MUNICIPALITY**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS &
MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS &
FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36
MONTHS****TENDER NO: NW381/TECH01/2022/2023****C2.1 PRICING INSTRUCTIONS**

Bidders are to prepare proposal to the municipality stating how they will execute the works per repair works as might be required. The basic labour rates per trade are to be indicated per for Year 1; Year 2 etc, as well as the general % mark-up on materials to be used. It is understood that the list of materials cannot be exhaustive, so the general mark-up on supplier pricing will be acceptable.

RATLOU LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS & MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS & FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: NW381/TECH01/2022/2023

C2.2 PRICING DATA

RATES WILL BE APPLICABLE FOR 36 MONTHS

On the material pricing, Bidders are requested to indicate the percentage (%) mark-up on pricing for new units and or components to be supplied as per Municipality's request or various project needs. This mark-up will be fixed for a particular year and will be assumed to include the delivery cost of any such unit. The labour rates to replace/install and commissioning will be governed by the successful bidder's labour rates.

PRICING SCHEDULE

YEAR 01

ITEM DESCRIPTION	COST/RATE (VAT INCLUSIVE)
1. Basic labour - servicing of Split Unit Aircon cost per unit (including gas re-fill)	R
2. Basic Labour - Technician per hour	R
3. Basic Labour - Assistant per hour	R
4. Basic Labour – General labour per hour	R
5. _____ % Mark-up on Material Price to be Used on Any Identified Project (For Calculation purposes this will be based on a global figure of R100 000.00)	R
6. Price per Kilometer (KM) <i>NB: Traveling KM will be calculated from Setlagole as a starting point to Facilities. Local KM will not be paid</i>	R
TOTAL RATE AMOUNT (VAT INCLUSIVE)	R

YEAR 02

ITEM DESCRIPTION	COST/RATE (VAT INCLUSIVE)
1. Basic labour - servicing of Split Unit Aircon cost per unit (including gas re-fill)	R
2. Basic Labour - Technician per hour	R
3. Basic Labour - Assistant per hour	R
4. Basic Labour – General labour per hour	R
5. _____% Mark-up on Material Price to be Used on Any Identified Project (For Calculation purposes this will be based on a global figure of R100 000.00)	R
6. Price per Kilometer (KM) NB: Traveling KM will be calculated from Setlagole as a starting point to Facilities. Local KM will not be paid	R
TOTAL RATE AMOUNT (VAT INCLUSIVE)	R

YEAR 03

ITEM DESCRIPTION	COST/RATE (VAT INCLUSIVE)
1. Basic labour - servicing of Split Unit Aircon cost per unit (including gas re-fill)	R
2. Basic Labour - Technician per hour	R
3. Basic Labour - Assistant per hour	R
4. Basic Labour – General labour per hour	R
5. _____% Mark-up on Material Price to be Used on Any Identified Project (For Calculation purposes this will be based on a global figure of R100 000.00)	R
6. Price per Kilometer (KM) NB: Traveling KM will be calculated from Setlagole as a starting point to Facilities. Local KM will not be paid	R
TOTAL RATE AMOUNT (VAT INCLUSIVE)	R

YEARS	YEAR 1	YEAR 2	YEAR 3	TOTAL FOR 3 YEARS
TOTAL RATE AMOUNT	R.....	R.....	R.....	R.....

RATLOU LOCAL MUNICIPALITY**APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY, REPAIRS &
MAINTENANCE OF AIRCONDITIONERS IN MUNICIPAL BUILDINGS &
FACILITIES AS AND WHEN REQUIRED FOR A PERIOD OF 36
MONTHS****TENDER NO: NW381/TECH01/2022/2023****C3.1 SCOPE OF WORK**

The Scope of Work entails the servicing/maintenance and repairs of all types of different HVAC systems in Municipal Facilities, inclusive of labour, maintenance components including remote controls; re-gassing; replacement of complete units and new installations as and when needed.

GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government Bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract (GCC) will form part of all Bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific Bid, should be compiled separately for every Bid (if applicable) and will supplement the GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1.	Definitions
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Contract amendments
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties

- 23. Termination for default
- 24. Dumping and countervailing duties
- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of disputes
- 28. Limitation of liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 “**Acceptable bid**” means any bid, which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document.
- 1.2 “**Bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of State for the provision of goods, works or services.
- 1.3 “**Black enterprise**” means an enterprise that is 50,1% owned by black persons and where there is substantial management control. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.
- 1.4 “**Black empowered enterprise**” means an enterprise that is at least 25,1% owned by black persons and where there is substantial management control. Ownership refers to economic interests. Management refers to executive directors. This is whether the black enterprise has control or not.
- 1.5 “**Black people**” includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution’s commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.
- 1.6 “**Black woman-owned enterprise**” means an enterprise with at least 25, 1% representation of black women within the black equity and management portion.
- 1.7 “**Closing time**” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.8 “**Comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 1.9 “**Community or broad-based enterprise**” means an enterprise that has an empowerment shareholder who represents a broad base of members such as a local community or where the benefits support a target group, for example black women, people living with disabilities, the youth and workers. Shares are held via direct equity, non-profit organisations and trusts.

Benefits from the shareholding should in a measurable sense be directed towards the uplifting of the community through job creation, welfare, skills development, entrepreneurship and human rights. At the same time, directors and management of groups should significantly comprise black persons.

These arrangements are appropriate in situations where the activities or operations of an enterprise or industry directly impact on a community or are located in a community, or may benefit a community. Notable examples are large industrial projects, mining and tourism. Other instances, which do assist in broadening the shareholder base, are employee share ownership schemes; these are a viable empowerment shareholder option. In this and other circumstances, these arrangements should not detract from the ability of the shareholder to exercise significant influence or control over the operations of the business.
- 1.10 “**Consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 1.11 “**Contract**” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.12 “**Contract price**” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.13 “**Control**” means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 1.14 “**Co-operative or collective enterprise**” is an autonomous association of persons who voluntarily join together to meet their economic, social and cultural needs and aspirations through the formation of a jointly-owned enterprise and democratically controlled enterprise.
- 1.15 “**Corrupt practice**” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

- 1.16 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.17 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.18 **"Day"** means calendar day.
- 1.19 **"Delivery"** means delivery in compliance with the conditions of the contract or order.
- 1.20 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.21 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.22 **"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 1.23 **"Dumping"** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.24 **"Equity Ownership"** means the percentage ownership and control, exercised by individuals within an enterprise.
- 1.25 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.26 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.27 **"GCC"** means the General Conditions of Contract.
- 1.28 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.29 **"Historically Disadvantaged Individual (HDI)"** means a South African citizen -
- 1.29.1 who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) ("the interim Constitution"); and/or
- 1.29.2 who is a female; and/or
- 1.29.3 who has a disability:
- provided that a person who obtained South African citizenship on or after the coming into effect of the Interim Constitution, is deemed not to be a HDI.
- 1.30 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.31 **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.32 **"Management"** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 1.33 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.34 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.

1.35 “Owned” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

1.36 “Parliament” means Parliament of the Republic of South Africa as set out in Chapter Four of the Constitution.

1.37 “Person” includes reference to a juristic person.

1.38 “Project site” where applicable, means the place indicated in bidding documents.

1.39 “Purchaser” means the organization purchasing the goods.

1.40 “Rand value” means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties.

1.41 “Republic” or “RSA” means the Republic of South Africa.

1.42 “RFP” means Request for Proposal.

1.43 “RFT” means Request for Tender.

1.44 “RFQ” means Request for Quotation.

1.45 “SCC” means the Special Conditions of Contract.

1.46 “Secretary” means the Secretary to Parliament.

1.47 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.48 “Specific contract participation goals” means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of State to give particular consideration to procuring locally manufactured products.

1.49 “Small, Medium and Micro Enterprises (SMMEs)” bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).

1.50 “Sub-contracting” means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such a primary contractor in the execution of part of a project in terms of the contract.

1.51 “Trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

1.52 “Trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

1.53 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid can be accessed electronically from www.parliament.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection

therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of Parliament or an organisation acting on behalf of Parliament.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to

cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, Parliament must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services (SARS).

33. Ownership and Copyright

- 33.1.1 Ownership of all products produced in terms of this agreement, of whatever nature, vest in Parliament.
- 33.1.2 The copyright of products, of whatever nature, commissioned and produced in terms of this agreement, and that have been paid for by the Secretary are owned exclusively by Parliament.

