



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
CO-OPERATIVE GOVERNANCE,
HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS

APPOINTMENT OF A SERVICE PROVIDER FOR THE REMOVAL, SUPPLY AND INSTALLATION, AND SERVICING OF AIR CONDITIONERS

CONTRACT NUMBER:
COGHSTAB14/25-26FY

NAME OF TENDERER:

CIDB REGISTRATION NUMBER:

CSD NUMBER:

TENDER AMOUNT (Incl VAT):

TENDER AMOUNT (in words):

ISSUED BY:

CO-OPERATIVE GOVERNANCE
HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS
HENSA TOWERS BUILDINGS
28 MARKET STREET & 20 RABE
STREETPOLOKWANE, 0700

Technical: Employer

Contact: Maluleke NE

Telephone: 015 284 5165

E-mail: MalulekeNE@coghsta.limpopo.gov.za

ISSUED BY:

CO-OPERATIVE GOVERNANCE
HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS
HENSA TOWERS BUILDINGS
28 MARKET STREET & 20 RABE
STREETPOLOKWANE, 0700

Administration: SCM

Contact: Mokalapa MJ

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www.coghsta.limpopo.gov.za

CLOSING DATE: 30 OCTOBER 2025

CLOSING TIME: 11:00 am

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Note: Document can be printed and submitted in black and white

T1.1 TENDER NOTICE AND INVITATION TO TENDER

1. The Department of Cooperative Governance, Human Settlements, and Traditional Affairs (COGHSTA) invites tenders for: **COGHSTAB14/25-26FY: Removal, supply and installation and servicing of air conditioners.**
2. Tenderers should have CIDB contractor grading of **3ME** or higher.
3. The closing time for receipt of tenders is 11:00 am on 30 October 2025.
4. Email, post, telephone, facsimile, and late tenders will not be accepted.
5. Tenders may only be submitted on the tender documentation that is issued.
6. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.
7. Bid documents will be emailed to prospective bidders as per the Departmental Standard Operating Procedures.
8. All bids must be submitted in the Bid Box @ 20 Rabe Street, Cnr Landdros Mare & Rabe Streets, Polokwane addressed to:

The Chief Director
Supply Chain Management
Department of Co-operative Governance, Human Settlements & Traditional Affairs
Private Bag X9485
Polokwane
0700

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T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annexure to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. 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	Tender Data
C.1.1	The employer The employer is Limpopo COGHSTA
C.1.3.2	These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
C.1.4	Communication and employer's agent Each communication shall be to or from the employer and a tenderer, in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer are stated in the tender data.
C.2	Tenderer's obligations
C.2.1	Eligibility Only those tenderers who are registered on CIDB grading 3ME or higher 'are eligible to have their tenders' evaluated. Submit proof of CIDB grading of 3ME or higher. Joint ventures are eligible to submit tenders provided that: 1. Every contracting party of the joint venture is registered with the CIDB; and the CIDB registration is active. 2. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3ME or higher class of mechanical work determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
C.2.6	Acknowledge addenda All addenda and erratum to the tender documents, which the employer may issue, shall be treated as replacement of the previous tender document(s) and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda /erratum into account.
C.2.7	Clarification meeting Attend There will be no clarification meeting. All enquiries must be forwarded to the contact details of the employer.

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C.2.9	Insurance There will be no insurance to be provided by the employer.
C.2.11	Alterations to documents Add the following to the clause: To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
C.2.12	Alternative tender offers No alternative tender offers are permitted.
C.2.13	Submitting a tender offer Add the following to the clause: No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions, or indistinct figures.
C.2.13.2	Replace the contents of the clause with the following: Return all returnable documents to the employer after completing them in their entirety, by writing in black ink. All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.
C.2.13.3	Replace the contents of the clause with the following: Parts of each tender offer communicated on paper shall be submitted as an original.
C.2.13.5	Submitting a tender offer Only one copy to be submitted as an "ORIGINAL"
C.2.13.6	The tender will not be two-envelope system
C2.15.1	The employer's address for delivery of tender offers Physical address and Location of tender box 20 Rabe Street, Cnr Landdros Mare & Rabe Streets, Polokwane
C.2.15.1	Closing Time The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16.1	Tender offer validity The tender offer validity period is 90 days.
C.2.16.1	Add the following to the clause: If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.
C.2.16.2	Validity period will only be extended once
C.2.18	Provide other material. There shall be no other material(s) requested and disposal thereof for this tender.
C.2.20	Submit securities, bonds, policies, etc. There will be no securities, bonds, guarantees, policies and certificates of insurance required.
C.3	The employer's undertakings

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C.3.2	Issue Addenda If necessary, issue addenda that may amend or amplify the tender documents to all tenderer(s) via the platforms used for advertisement, the period from the date that tender documents are made available until ten (10) days before the tender closing time stated in the Tender Data.
C.3.3	Return late tender offers Closing time for all bids is 11h00 on the closing date. Bids received after the specified closing time on the closing date shall be regarded as late and will not be accepted.
C.3.5	Two-envelope system A two-envelope procedure will not be followed.
C.3.11	Evaluation of tenders This tender will be evaluated using Method 3: Financial offer and quality <ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
C.3.13	Acceptance of tender offer. <u>SPECIFICATION FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE TO REMOVAL, SUPPLY AND INSTALLATION AND SERVICING OF AIR CONDITIONERS.</u> 1. PURPOSE To appoint a service provider for the removal of dysfunctional, supply and installation of new air conditioners for the Department of Co-operative Governance, Human Settlements and Traditional Affairs at 28 Market Street building. 2. BACKGROUND The Department currently have both cassette and wall split air conditioners which are outdated and not working. According to section 8(1) of the Occupational Health and Safety, Act no. 85 of 1993 as amended. The Department is required to provide as far as reasonably practicable, working environment that is safe and without risk to the health of its employee.

 Contractor

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3. SPECIFICATION

3.1 The following is the specification identified:

No.	DESCRIPTION OF AIR CONDITIONERS (SABS / SANS APPROVED)	UNIT	QUANTITY
a.	Alterations Removal of the existing Air-conditioners <ul style="list-style-type: none"> • Removal of the old cassette (31) and wall split (69) Air-conditioners • close the openings (both inside and outside components) • transportation from 28 Market Street to 12-20 Avenue, Industrial, Polokwane for storage 	NO	100
b.	SUPPLY AND INSTALLATION OF AIR CONDITIONERS (WALL SPLIT UNITS TYPE) 9000BTU INVERTER AIR-CONDITIONERS <ul style="list-style-type: none"> • Capacity (cooling- 1.7kw min and heating- 1.4kw min) • Energy Efficiency • Noise level (indoor unit- 36BA Max and outdoor unit 52BA Max) • Power Source 220V-240V • Automatic Air Directional Control (Up and Down) • 3 Step Air Flow Control Step (Cool/Fan) • 24-Hour Timer • Auto Restart • Operating Mode (Auto, Fast Cool, Dehumidification and Fan Mode) • 12 Months Warranty All air conditioners must be connected to the DB box with labeled circuit breakers	NO	1
c.	SUPPLY AND INSTALLATION OF AIR CONDITIONERS (WALL SPLIT UNITS) 12 000BTU INVERTER AIR-CONDITIONERS <ul style="list-style-type: none"> • Capacity (cooling- 1.7kw min and heating- 1.4kw min) • Energy Efficiency • Noise level (indoor unit- 36BA Max and outdoor unit 52BA Max) • Power Source 220V-240V • Automatic Air Directional Control (Up and Down) • 3 Step Air Flow Control Step (Cool/Fan) • 24-Hour Timer • Auto Restart • Operating Mode (Auto, Fast Cool, Dehumidification and Fan Mode) • 12 Months Warranty All air conditioners must be connected to the DB box with labeled circuit breakers	NO	40

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d.	SUPPLY AND INSTALLATION OF AIR CONDITIONERS (CASSETTE UNITS TYPE) 24000BTU INVERTER AIR-CONDITIONERS <ul style="list-style-type: none"> • Capacity (cooling- 0.6kw min and heating- 0.6kw min) • Energy Efficiency • Noise level (indoor unit- 36BA Max and outdoor unit 52BA Max) • Power Source 220V-240V • Automatic Air Directional Control (Up and Down) • 3 Step Air Flow Control Step (Cool/Fan) • 24-Hour Timer • Auto Restart • Operating Mode (Auto, Fast Cool, Dehumidification and Fan Mode) • 12 Months Warranty All air conditioners must be connected to the DB box with labeled circuit breakers	NO	37
e.	SERVICING OF AIR CONDITIONERS <ul style="list-style-type: none"> • Re- gassing with R-32 refrigerant • Cleaning filters • Coils • Drain pans • Checking refrigerant levels • Inspecting electrical connections, (fans, compressors and thermostats) • Provide a status report after service 	NO	46
f.	Issue COC electrical certification for all the Air - conditioners installation	item	1

4. BID EVALUATION CRITERIA

This Bid will be evaluated in terms of the Preferential Procurement Policy Framework Act (Act No. 5 of 2000), 2022 Regulation, Departmental Procurement Policy and related regulations as follows:

The Bid will be evaluated in three (3) phases namely:

Phase 1: Bid Conditions (Phase 1a: Administrative Compliance and Phase 1b: Mandatory Compliance)

Phase 2: Technical Evaluation (Functionality)

Phase 3: Price and Specific Goals

The Department reserves the right to accept all, some, or none of the bids submitted – either wholly or in part.

4.1 Phase 1a: Administrative Compliance

The following returnable documents and requirements must be adhered to and be provided in the proposals:

4.1.1 Completed and signed Standard Bid Document (SBD1) which form part of the tender document.

4.1.2 Completed and signed SBD 6.1 which form part of the tender document. Failure to fully complete and submit supporting documents will result in zero Specific

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Goals points. Supporting documents to be submitted as original certified copies not older than six months.

4.1.3 Completed SBD 3.1 which form part of the tender document.

4.1.4 The successful bidder will be required to sign SBD 7.1 Contract form.

4.2 Phase 1b: Mandatory Compliance

The following returnable documents and requirements must be adhered to and be provided in the proposals; failure to comply will result in an offer being disregarded and not considered for further evaluation:

4.2.1 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required documents, any other clearance or registration forms.

4.2.2 In the case of a Joint Venture/Consortium/Partnerships submitting a tender, include the following:

a. joint venture agreement indicating the lead partner.

b. resolution by its members authorizing a member of the joint venture to sign the documents on behalf of the joint venture.

4.2.3 Signed proof of authority must be submitted (e.g., company resolution)

4.2.4 Completed and signed Standard Bid Document (SBD4) which form part of the tender document.

a. Bidders should take note of clause no.3.3 to 3.6 of the SBD 4 form.

4.2.5 Price proposals must be submitted, as per **Annexure A (pricing schedule)**:

a. Total bid prices. **The validity of bid prices is 90 days.**

b. Price should include VAT (**where applicable**).

c. Prices should be firm as the Department will not allow any increases after appointment.

4.2.6 Submit proof of CIDB grading of 3ME or higher. The Department reserve the right to verify the authenticity of CIDB grading.

4.2.7 Valid Letter of Good Standing for Compensation for Occupational Injuries and Diseases issued by Department of Labour as proof of registration must be submitted. The Department reserves the right to verify the authenticity of COIDA.

4.2.8 Submit minimum NQF level 6 in any qualification in Built Environment for **Project Manager**.

4.2.9 Submit Refrigeration Mechanic (industrial or Commercial) Trade Test for **Artisan(s)**.

4.2.10 Period of contract is for 3 months.

4.2.11 Delivery period will be 3 months upon receiving a purchase order.

4.2.12 This bid is subject to the General Condition of Contract (GCC).

4.2.13 Closing time for all bids is 11h00 on the closing date. Bids received after the specified closing time on the closing date shall be regarded as late and will not be accepted.

4.2.14 Bids submitted through email or fax will not be considered.

4.2.15 Each bid should be lodged in a sealed separate envelope with the name and address of the bidder, bid number, closing date, and time.

4.2.16 Bidders should make use of the prescribed bid documents. Do not retype or copy.

4.2.17 Use of correction pen is prohibited.

4.2.18 No amendments without initializing will be accepted.

4.2.19 The department will not enter into a contract with service providers who are not registered on the Centralized Supplier Database (CSD).

4.2.20 Deviation from Specifications/Terms of Reference is not permitted.

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4.3 Phase 2: Technical Evaluation (Functionality)

100% (80 points) will be allocated for technical requirements in accordance with the following rating scale:

0 = Very Poor, 1 = Poor, 2 = Average, 3 = Good, 4 = Very Good, 5 = Excellent

With regard to functionality the following criteria will be applicable, and the maximum weight of each criterion is indicated hereunder:

Table 1 – Evaluation Criteria

Criteria A: Tenderer's experience			Points
Demonstrate the supply, delivery and installation of Air-conditioner services: (Attach reference letters that indicates the following information {Client / Contracting party(s) details, Project Description and Project Amount, Start Date and Completion date (where applicable)}. All these should be on the letterhead(s) of client/contracting party(s).	<u>Number of reference letters</u> Rating scale 5 (5 and more reference letters = 20 points) Rating scale 4 (4 reference letters = 16 points) Rating scale 3 (3 reference letters = 12 points) Rating scale 2 (2 reference letters = 08 points) Rating scale 1 (1 reference letters = 04 points) Rating Scale 0 (0 reference letters = 00 point)		20
	<u>Contract Value for supply, delivery and installation of Air-conditioner</u> Rating scale 5 (R2m and more = 20 points) Rating scale 4 (R1 600 000 but less than R2m = 16 points) Rating scale 3 (R1 200 000 but less than R1 600 000 = 12 points) Rating scale 2 (R800 000 but less than R1 200 000 = 08 points) Rating scale 1 (R400 000 but less than R800 000 = 04 points) Rating Scale 0 (R0.00 but less R400 000 = 00 point)		20
Criteria B: Experience of key technical project team			
Criteria	Qualifications	Relevant Work Experience	Points
Project Manager	Minimum NQF level 6 in any qualification in Built Environment CVs and certified copies of qualifications must be submitted	<u>Experience as Project Manager in installation of Air Conditioners</u> Rating scale 5 (5 years and above = 10 points) Rating scale 4 (4 years but less than 5 years = 08 points) Rating scale 3 (3 years but less than 4 years = 06 points) Rating scale 2 = (2 years but less than 3 years = 04 points) Rating scale 1 (1 years but less than 2 years = 02 points) Rating Scale 0 (experience less than 1 years = 00 point)	10

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Artisan(s)	Trade test in Refrigeration Mechanic (Industrial / Commercial)	Number of Qualified Artisan(s)	30
	Certified copies of qualifications must be submitted	Rating scale 5 (5 and more Qualified Artisan = 30 points) Rating scale 4 (4 Qualified Artisan = 24 points) Rating scale 3 (3 Qualified Artisan = 18 points) Rating scale 2 (2 Qualified Artisan = 12 points) Rating scale 1 (1 Qualified Artisan = 06 points) Rating Scale 0 (0 Qualified Artisan = 00 point)	
GRAND TOTAL			80

IMPORTANT NOTE:

A bid which scores less than seventy percent (70%) in respect of the requirements in Technical or Functionality Evaluation will be deemed to be non-responsive.

4.4 Phase 3: Price and Specific Goals

In terms of the Preferential Procurement Policy Framework Act (Act No. 5 of 2000) and related regulations as follows: **the 80/20 preference points system is applicable for the acquisition of goods or services for rand value equal to or below R50 million.**

The adjudication of this bid will be based on the 80/20-point scoring system.

4.4.1 Price

Price will be allocated points out of 80 in respect of this invitation, inclusive of all applicable taxes.

4.4.2 Specific Goals

A maximum of 20 points may be awarded for the specific goals specified hereunder.

The following specific goals with **verifiable means of verification** and applicable points will be utilised for awarding of points:

Ownership	Points	Means of Verification
Limpopo Province	4	Latest (not older than three months) Municipal Account/Traditional Council letter
Rural /Township Businesses	4	Latest (not older than three months) Municipal Account/Traditional Council letter
Black People	2	Valid Sworn Affidavit
Persons with Disability	4	Disability verification letter from a medical practitioner indicating the practice number
Youth	4	Certified ID copy (not older than six months)
Women	2	Certified ID copy (not older than six months)
Total	20	

Points scored for the specific goal will be added to the points scored for price and the total will be rounded off to the nearest two decimal places.

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	Subject to section 2(1)(f) of the PPPF Act, the contract will be awarded to the tenderer scoring the highest points.
C.3.12	Insurance provided by the employer. The employer shall not be liable to provide the insurance. If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide
C.3.17	Complete adjudicator's contract Adjudicator's contract will not be applicable.
C.3.18	Provide copies of the contracts Provision of one copy will be issued to the successful bidder.
C.3.19	Contract participation goal. <ul style="list-style-type: none"> • The contractor shall, in the performance of the contract, achieve the Contract Participation Goal (CPG), as established in the Standard. • The said condition shall form part of the condition of contract. • The Employer shall, after the award of the contract, provide the proforma documents to be completed by the contractors. (Refer to Annexure 1– Proforma documents).

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Standard Conditions of Tender

C.1 General

C.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently.

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration.
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

C.1.4 Communication and employer's agent

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

C.1.5 The employer's right to accept or reject any tender offer

C.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

C.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

C.2 Tenderer's obligations

C.2.1 Eligibility

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

C.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C.2.7 Clarification meeting Attend

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

C.2.12 Alternative tender offers

C.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

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C.2.13 Submitting a tender offer

- C.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.
- C.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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

C.2.16 Tender offer validity

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

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted. Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

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

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

C.2.19 Inspections, tests and analysis

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

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

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings**C.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors

C.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

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

C.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in C.3.9.1.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

C.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Method 1: Financial offer	<ol style="list-style-type: none"> 1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	<ol style="list-style-type: none"> 1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	<ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	<ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

C.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$NFO = W1 \times A$ where:

NFO = the number of tender evaluation points awarded for the financial offer.

W1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{(P-PM)}{PM})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P-PM)}{PM})$	$A = P_m / P$

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

C.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer.

C.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

C.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

C.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

C.3.15. Prepare contract documents

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

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

C.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C.3.17 Complete adjudicator's contract

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

C.3.18 Provide copies of the contracts

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.1 List of Returnable Schedules and Documents

Tenderers must confirm that documents issued as part of this tender have been completed and returned by inserting a tick (✓), thus

	Document	Description	Tick
1	SBD 1	Invitation to bid (Part A and B)	
2	SBD 3.1	Pricing Schedule – Firm Prices (Purchases)	
3	SBD 4	Bidder's Disclosure	
4	SBD 6.1	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	
5	SBD 7.1	Contract Form - rendering of services	
6	Form D:	Schedule of Proposed Key Personnel	
7	Form E:	Proposed Amendments and Qualifications (if any – not for evaluation purpose)	

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2 Returnable Schedules and Documents**SBD1****PART A
INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)**

BID NUMBER:	COGHSTA 14/25-26FY	CLOSING DATE:	30 October 2025	CLOSING TIME:	11H00
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DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER FOR THE REMOVAL, SUPPLY AND INSTALLATION, AND SERVICING OF AIR CONDITIONERS
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)

HENSA TOWERS
20 RABE STREET
POLOKWANE
0700

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
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CONTACT PERSON	Mokalapa MJ	CONTACT PERSON	Maluleke NE
TELEPHONE NUMBER	(015) 294 2262	TELEPHONE NUMBER	(015) 284 5165
E-MAIL ADDRESS	MokalapaMJ@coghsta.limpopo.gov.za	E-MAIL ADDRESS	MalulekeNE@coghsta.limpopo.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE CONDITIONS OF CONTRACT (CC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN SERVICE-LEVEL AGREEMENT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: COGHSTA B14 / 2025-26 FY
Closing Date: 30 OCTOBER 2025	Closing Time: 11h00 am

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by:
- At:
- Brand and model:
- Country of origin:
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery:
*Delivery: Firm/not firm
- Delivery basis:

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "All applicable taxes" include value-added tax, pay-as-you-earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State Institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

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

2.3.1 If so, furnish particulars:

.....

3. DECLARATION

I, the undersigned,

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

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, or prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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.

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

1.5

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**3.1. POINTS AWARDED FOR PRICE****3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT**3.2.1. POINTS AWARDED FOR PRICE**

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

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

80/20 or 90/10

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender, the tenderer will be allocated points based on the goals stated in Table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed. (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Limpopo Province	N/A	4	N/A	
Rural /Township Businesses	N/A	4	N/A	
Black People	N/A	2	N/A	
Persons with Disability	N/A	4	N/A	
Youth	N/A	4	N/A	
Women	N/A	2	N/A	
TOTAL	N/A	20	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct.
 ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
 iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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satisfaction of the organ of state that the claims are correct.

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

TO ALL OUR STAKEHOLDERS

RE: The channels of reporting fraudulent and Corrupt Activities

The Department of COGHSTA, Limpopo has a **zero-tolerance approach to Fraud, Theft, Corruption, Maladministration, and Collusion** by suppliers with employees. To reinforce this commitment, more channels have been added to report any Fraudulent and Corrupt activities.

Instances of corporate fraud and misconduct remain a constant threat to service delivery. The Department of COGHSTA took a resolution to adopt strategic interventions aimed at combating fraud and corruption. The Department took a decision to centralize the reporting of fraudulent and corrupt activities through the establishment of an independent fraud hotline which is managed by independent service providers.

All people doing business with the Department of COGHSTA are encouraged to report any corrupt or illegal practice.

Employees are encouraged to report fraud, waste or other concerns suggestive of dishonest or illegal activities.

Anyone can report fraudulent and corrupt activities through one of the following channels:

- Toll-free number.....
- Toll-free Fax
- SMS (charged @ R1.50)
- Email Address:.....
- Website:.....
- Free post:.....



LET'S JOIN HANDS TO TAKE UP THE FIGHT AGAINST FRAUD AND CORRUPTION IN OUR SOCIETY.

"WE ENCOURAGE ALL PEOPLE DOING BUSINESS WITH US TO REPORT ANY CORRUPT OR ILLEGAL PRACTICE, USING THE ANTI-FRAUD HOTLINE NUMBER: 0800

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM D: Proposed Key Personnel

The Tenderer shall list below the key personnel whom he proposes to employ on the contract should his offer be accepted, both at his headquarters and on the site, together with their qualifications, experience and positions held.

LOCATION	DESIGNATION	NAME AND NATIONALITY OF PROPOSED CANDIDATE	SUMMARY OF QUALIFICATIONS & EXPERIENCE
HEAD OFFICE	Project Manager		
OTHER PROPOSED KEY PERSONNEL		NAME AND NATIONALITY OF PROPOSED CANDIDATE	SUMMARY OF KEY QUALIFICATIONS & EXPERIENCE
	Artisan		
	Artisan		
	Artisan		
	Artisan		
	Artisan		

NOTE: Detailed Curriculum Vitae, Qualifications and Professional registration IN GOOD STANDING of proposed candidates are to be separately provided

.....
SIGNATURE (Of person authorised to sign on behalf of the Tenderer) DATE

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Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

PART C1: AGREEMENTS AND CONTRACT DATA

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works (**Appointment of a service provider for the removal, supply and installation, and servicing of air conditioners**)

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 Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

R _____ (in figures)

(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 including the Schedule of Deviations (if any) 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 AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____
2. _____

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data
 Part C2 Pricing Data
 Part C3 Scope of Work

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within seven (7) days of 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 ContractData) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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 AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE OF DEVIATIONS**Notes:**

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

4.1 Subject: _____

Details: _____

4.2 Subject: _____

Details: _____

4.3 Subject: _____

Details: _____

4.4 Subject: _____

Details: _____

4.5 Subject: _____

Details: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 the 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 change 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, 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 AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____
2. _____

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____
2. _____

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today the _____ (day) of _____ (month) _____ (year) at _____ (place).

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____
2. _____

C1.2 CONTRACT DATA

The following variations and additions to the **General Conditions of Contract for Construction Works, Third Edition (2015)**, shall apply to this contract:

NB: For purposes of interpretation of concept in this contract, we shall use interpretation as contained in the **General Conditions of Contract for Construction Works, Third Edition (2015)** unless expressly contained in this contract.

States the applicable conditions of contract and associated contract specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract

The employer shall include the following clause in the conditions of contract It will be a condition of contract that:

The contractor shall achieve in the performance of the contract the *Contract Skills Development Goal (CSDG)* established in the cidb Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.48491 of 28 April 2023.

The contractor shall achieve in the performance of the contract the *Contract Participation Goals (CPG)* relating to the engagement of targeted enterprises as established in the cidb Standard for Indirect Targeting for Enterprise Development through Construction works Contracts, published in Gazette Notice No.36190 of 25 February 2013

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
1.1	Definitions	1.1.1.3 Certificate of Completion means the following to the clause: <i>The certificate of completion will be issued by the Employer.</i>
		1.1.1.9 Contractor means Add the following to the clause: The Tenderer.
		1.1.1.10 Contract Price means Add the following to the clause: Firm price as contained in the form of Offer and Acceptance
		1.1.1.13 Defects Liability Period means Add the following to the clause: Period of 12 months guarantee after issuing of Certificates of Completion
		1.1.1.14 Due Completion Date means Add the following to the clause: For a period of three (3) months commencing from the date of the signature by the employer
		1.1.1.15 The Employer means Add the following to the clause: It means Limpopo Cooperative Governance Human Settlements and Traditional Affairs (CoGHSTA)
		1.1.1.16 Employers Agent is Add the following to the clause: None
		1.1.1.18 Final Approval Certificate Will be issued by the Employer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
1.2.1	Delivery of notices	Add the following to the clause: <i>Sent by email, electronic text messages or any like communication irrespective of time of transmission; All form of notices shall be collected and signed for at the Employer's Legal Services.</i>
2.4.1	Ambiguity or Discrepancy	Delete the contents of the clause and insert the following: <i>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence, listed from highest to lowest priority:</i> <ul style="list-style-type: none"> a) <i>Form of Offer and Acceptance</i> b) <i>Contract Data</i> c) <i>General Conditions of Contract</i> d) <i>Scope of Work</i> e) <i>Standard Specifications</i> f) <i>Bill of Quantities</i> g) <i>any other documents forming part of the Contract</i> <i>Upon finding any ambiguity in, or discrepancy between, or otherwise any error in the documents, the Contractor shall forthwith advise the Employer's Agent thereof before applying an interpretation in accordance with the above priority. If, after applying the above priority, an ambiguity in, or discrepancy between, or otherwise any remaining error in the documents remains, the Employer's Agent shall provide the necessary clarification or instruction.</i>
3.2	Functions of the Employer's Agent	<i>No Employer's Agent applicable</i>
5.13	<u>Penalty for delay</u>	<u>Penalty for Delay</u> Add the following new sub clause: 5.13 <i>In the event of any of the parties being deemed to have committed an act of default, the other party shall give written notice (without prejudice to any other rights that it may have in law) calling upon the defaulting party to rectify such deemed act of default within a period of seven (07) working days to after the date of such notice.</i>
8.6	Insurances	Replace clause 8.6 with the following: 8.6 Insurances 8.6.1.1 <i>The Employer's shall be exonerated from any insurance pertaining to contractors' plant, material or any other property belonging to the contractor (Tenderer). A minimum security of 10% of the total project value shall govern.</i>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GENERAL CONDITIONS OF CONTRACT

The general conditions of contract applicable to this contract shall be **General Conditions of Contract for Construction Works, Third Edition (2015)**, as well as the Data provided by Employer.

Tenderers, contractors and subcontractors **shall obtain their own copies** of the document **General Conditions of Contract for Construction Works, Third Edition (2015)** for tendering purposes and for use for the duration of the contract and shall bear all expenses in this regard:

Consulting Engineers South Africa (CESA)
Telephone: 011 463 2022
E-Mail: general@cesa.co.za
Web: www.cesa.co.za

OR

South African Institution of Civil Engineering (SAICE)
Telephone: 011 80505947 / 48 / 53
E-Mail: civilinfo@saice.org.za
Web: www.saice.org.za

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART C2: PRICING DATA

C2.1 PREAMBLE TO BILL OF QUANTITIES

PRICING INSTRUCTIONS

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to remeasuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

5. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed.

If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated.
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column, but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

All rates and amounts quoted in the Bill of Quantities shall be in rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initiated by the Tenderer.

7. ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

8. MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

9. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

mm	=	millimetres
m	=	metre
km	=	kilometres
km-pass	=	kilometres-pass
m ²	=	square metre
no	=	number
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.2 BILL OF QUANTITIES

No.	DESCRIPTION OF AIR CONDITIONERS (SABS / SANS APPROVED)	UNIT	QUANTITY	Unit price	Total
1.	Alterations Removal of the existing Air-conditioners <ul style="list-style-type: none"> Removal of the old cassette (31) and wall split (69) Air-conditioners close the openings (both inside and outside components) transportation from 28 Market Street to 12-20 Avenue, Industrial, Polokwane for storage 	NO	100		
2.	SUPPLY AND INSTALLATION OF AIR CONDITIONERS (WALL SPLIT UNITS TYPE) 9000BTU INVERTER AIR-CONDITIONERS <ul style="list-style-type: none"> Capacity (cooling- 1.7kw min and heating- 1.4kw min) Energy Efficiency Noise level (indoor unit- 36BA Max and outdoor unit 52BA Max) Power Source 220V-240V Automatic Air Directional Control (Up and Down) 3 Step Air Flow Control Step (Cool/Fan) 24-Hour Timer Auto Restart Operating Mode (Auto, Fast Cool, Dehumidification and Fan Mode) 12 Months Warranty All air conditioners must be connected to the DB box with labeled circuit breakers	NO	1		

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Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

No.	DESCRIPTION OF AIR CONDITIONERS (SABS / SANS APPROVED)	UNIT	QUANTITY	Unit price	Total
3.	SUPPLY AND INSTALLATION OF AIR CONDITIONERS (WALL SPLIT UNITS) 12 000BTU INVERTER AIR-CONDITIONERS <ul style="list-style-type: none"> Capacity (cooling- 1.7kw min and heating- 1.4kw min) Energy Efficiency Noise level (indoor unit- 36BA Max and outdoor unit 52BA Max) Power Source 220V-240V Automatic Air Directional Control (Up and Down) 3 Step Air Flow Control Step (Cool/Fan) 24-Hour Timer Auto Restart Operating Mode (Auto, Fast Cool, Dehumidification and Fan Mode) 12 Months Warranty All air conditioners must be connected to the DB box with labeled circuit breakers	NO	40		
4.	SUPPLY AND INSTALLATION OF AIR CONDITIONERS (CASSETTE UNITS TYPE) 24000BTU INVERTER AIR-CONDITIONERS <ul style="list-style-type: none"> Capacity (cooling- 0.6kw min and heating- 0.6kw min) Energy Efficiency Noise level (indoor unit- 36BA Max and outdoor unit 52BA Max) Power Source 220V-240V Automatic Air Directional Control (Up and Down) 3 Step Air Flow Control Step (Cool/Fan) 	NO	37		

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

No.	DESCRIPTION OF AIR CONDITIONERS (SABS / SANS APPROVED)	UNIT	QUANTITY	Unit price	Total
	<ul style="list-style-type: none"> • 24-Hour Timer • Auto Restart • Operating Mode (Auto, Fast Cool, Dehumidification and Fan Mode) • 12 Months Warranty All air conditioners must be connected to the DB box with labeled circuit breakers				
5.	SERVICING OF AIR CONDITIONERS <ul style="list-style-type: none"> • Re- gassing with R-32 refrigerant • Cleaning filters • Coils • Drain pans • Checking refrigerant levels • Inspecting electrical connections, (fans, compressors and thermostats • Provide a status report after service 	NO	46		
6.	Issue COC electrical certification for all the Air - conditioners installation	item	1		
				Total price	
				Vat (where applicable)	
				Grand Total	

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2