HANTAM MUNICIPLITY

TENDER DOCUMENT

TENDER NUMBER:	NC065/T13/2024
TENDER DESCRIPTION:	SUPPLY, DELIVERY, INSTALL, REPAIRS AND MAINTENANCE OF AIR CONDITIONERS IN THE HANTAM MUNICIPAL AREA FOR A CONTRACT PERIOD OF (3) THREE YEARS.
CLOSING DATE:	12 JULY 2024
CLOSING TIME:	12:00
TENDER BOX AT:	HANTAM MUNICIPALITY 20 HOOP STREET CALVINIA 8190
Name of Bidder:	
Tendered Amount:	
B-BBEE Status Level of Contributor:	
Preference Points Claimed	
CSD Supplier Number:	
TEL NO:	
Email Address:	
B-BBEE certificates submitted with the bid documents MUST be VALID ORIGINAL BBBEE CERTIFIATES or VALID CERTIFIIED COPIES OF THE B-BBEE CERTIFICATES or VALID SWORN AFFIDAVITS	

NB:

1. All bids must be submitted on the official bid forms – (not to be re-typed)

2. Bids must be completed in black in writing.

3. No bids will be considered from persons in the service of the state.

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	HANTAM MUNICIPALITY		
	TENDER NOTICE AND INVITATION TO BID		
	DEPARTMENT:	DIRECTORATE: TECHNICAL	
ADVERTISED IN:	Die Burger, Municipal Notice Board and Municipal Website		
TENDER NR.	NC065/T13/2024	Published date:	07 June 2024
Tender Description:	**SUPPLY, DELIVERY, INSTALL, REPAIRS AND MAINTENANCE OF AIR CONDITIONERS IN THE HANTAM MUNICIPAL AREA FOR A CONTRACT PERIOD OF (3) THREE YEARS.**		
Closing Date	12 July 2024	Closing Time:	12H00
Bids will be opened immediately thereafter, in public at the Hantam Municipality, Supply Chain Management Unit, Finance Building, 20 Dr Nelson Mandela Rd, Calvinia, 8190.			
Availability of Bid Documents			
Tender Documents will be available at no charge from the Hantam Municipality Website at www.Hantam.gov.za or the E-Tenders portal at www.etenders.gov.za .			
Date Tender Documents are Available:	10 June 2024		
General requirements			

Bids are to be completed in accordance with the conditions and bid rules contained in the bid document and supporting documents must be placed in a sealed envelope and externally endorsed WITH THE BID NUMBER, DESCRIPTION AND CLOSING DATE OF THE BID, and be deposited in the Bid Box, at the office of the Hantam Municipality, Supply Chain Management Unit, Finance Building, 20 Dr Nelson Mandela Rd, Calvinia.

Bids must only be submitted on the bid documentation that is issued.

Bids will be evaluated according to the 80/20 points system. The bids are subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2022.

The Municipality reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The Municipality does not bind itself to accept the lowest bid or to award a contract to the Bidder scoring the highest number of points.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS

Tenderers who are not yet registered are required to register on the Central Supplier Database of National Treasury. Application forms are obtainable from Hantam Municipality Local Office in Calvinia.

A Valid and Original Tax Clearance Certificate/ Tax Compliance Status Pin issued by SARS should accompany your document or a certified copy of the original Tax Clearance Certificate/ PIN.

An original or certified Broad Based Black Economic Empowerment (B- BBBEE) Certificate or original sworn affidavit must be submitted to obtain points for B- BBEE Status Level. Failure to submit a B- BBEE certificate or Original Sworn Affidavit will lead to forfeiture (loss) of the preference points. Bidders will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B- BBEE status level of contribution or is a non- compliant contributor. Such a bidder will score 0.

Certified copy of the latest Municipal Account on the address of the business AND that of the directors, as per CK1 MUST accompany the bid document (NB. Bidders may not be in

arrears for more than three months (90 days) with municipal rates and service charges) OR if business has entered into a lease agreement for the use of a building, the lease agreement should accompany your tender document.

Certified copies of Identity Documents (ID's) of all shareholders/ owner(s)/ partners of bidding companies must be submitted with the bid document.

Price quoted must be firm and inclusive of VAT.

Bids must be completed in black in writing.
Bids which are late, incomplete, unsigned, completed in pencil, submitted by facsimile or electronically, will not be accepted.

The Supply Chain Management Policy of Hantam Local Municipality will apply.

Prospective bidders must have prior knowledge and experience of providing these services and provide references thereof.
No tender will be considered from a person or company who, for the past five years has been convicted of
• Fraud, corruption, or any criminal offense
• The strike, premature termination of unsuccessful completion of government contracts

A set of tender documents with detailed specifications can be obtained from Mr. A. M. Pieters, Supply Chain Management at the cost of R 661.20, 20 Dr Nelson Mandela Drive, Calvinia, 8190, Email: Apieters@hantam.gov.za or at (027) 341 8500 before the specified date and time.

Preferential Procurement Point System Applicable	80/20	**Local Content Requirement**	N/A
Validity Period	90 Days	**Site Meeting / Information Session**	N/A
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO: Director Technical Services **Contact Person:** Mr. J.R. van Wyk **Tel:** Written Enquiries Only **Email:** vanwykjr@hantam.gov.za		**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:** **Section:** Supply Chain Management **Contact Person:** Mr. A. M. Pieters **Tel:** Written Enquiries Only **Email:** Apieters@hantam.gov.za	
Authorised by:		**Acting Municipal Manager: Mr. T. Tlhoaele**	

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of the directors, duly signed, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/ or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on _____ 20_____

Mr./ Mrs. _____ (Whose signature

appears below) has been duly authorized to sign all documents in connection with this bid on behalf of

_____(Company Name) in his/

her capacity as _____.

Full Name of Director	**Residential Address**	**Signature**

Signed on behalf of Company		**Date**	
Print Name			
Witness 1		**Witness 2**	

B. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

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

as _____.

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

_____
NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to the Hantam Municipality in respect of the following:

TENDER NUMBER: NC065/T06/2020
Tenders are invited for the supply, delivery and maintenance of Office Automation to Hantam Municipality for 36 months

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

_____ and

_____ and

_____

2. Mr/Mrs/Ms _____

   In his/her capacity as _____

   and who will sign as follows:_____
   (SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the Hantam Municipality in respect of the project described above under item 1.

4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the Hantam Municipality in respect of the project under item 1:

   (Physical Address) _____

   _____

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

JOINT VENTURE

Only to be completed if applicable

Name of Joint Venture:	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES ☐ NO ☐
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this annexure. <u>If no Joint Venture Agreement is submitted, your tender will be disqualified</u>.

SIGNED ON BEHALF OF JOINT VENTURE _____

TENDER CONDITIONS AND INFORMATION

3.1.1. General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

3.1.2. Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

3.1.3. Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

3.1.4. Cost of Tender Documents

Payment for tender documents, if specified, must be made by a direct deposit or electronic payment, payable to Hantam Municipality. Alternatively, payment can be made at the municipal cashiers. These costs are non-refundable.

3.1.5. Registration on Central Supplier Database

It is expected of all prospective service providers who are not yet registered on the database of national treasury, they are expected to be registered or register on the Central Supplier Database (www.csd.gov.za).The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

3.1.6. Completion of Tender Documents

(a) The original tender document must be **completed fully in black ink** and signed by the authorized signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorized signatory and returned. Failure to do so will result in the disqualification of the tender.
(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
(d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

3.1.7. Compulsory Documentation

3.1.7.1. **Tax Clearance Certificate**

(a) A valid original Tax Clearance Certificate/Pin must accompany the bid documents. The onus is on the bidder to ensure that the Municipality receives a valid original Tax Clearance Certificate. If the South African Revenue Services (SARS) cannot provide a valid original Tax Clearance Certificate; the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.
(b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Clearance Certificate with the bid documents.
(c) If a bid is not supported by a valid original Tax Clearance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such document after the closing date to verify

that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

3.1.8. Other Documentation

3.1.8.1. Municipal Rates, Taxes and Charges

(a) A certified copy of the bidder's and those of its directors' municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

(c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

3.1.9. Authorized Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.
(c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

3.1.10. Site / Information Meetings

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.
(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

3.1.11. Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

3.1.12. Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

3.1.13. Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the **tender box at the Municipality by not later than 12:00 on 12 July 2024.**

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

3.1.14. Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

3.1.15. Contact with Municipality after Tender Closure Date

Bidders shall not contact Hantam Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of Hantam Municipality, it should do so in writing to the Hantam Municipality. Any effort by the firm to influence Hantam Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

3.1.16. Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

(c) Faxed, e-mailed and late tenders will not be accepted.

3.1.17. **Evaluation of Tenders**

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

3.1.18. Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 as well as the Municipality's Supply Chain Management Policy.

3.1.19. Contract

(a) The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

3.1.20. Subcontracting

(a) The Contractor shall not subcontract the whole of the Contract.
(b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
(c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.
(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

(e) The Contractor shall not be required to obtain such consent for –

(i) the provision of labour, or
(ii) the purchase of materials which are in accordance with the Contract, or
(iii) the purchase or hire of Construction Equipment.

3.1.21. Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

3.1.22. Extension of Contract

Extension of contract will only be allowed if reasons are justifiable and must be approved by the delegated authority. Extension will also only be done if it is within 15% of the total value of the contract for goods and services and 20 % for construction related contracts.

3.1.23. Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

3.1.24. Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

3.1.25. Past Practices

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.

(c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

3.1.26. Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to:

Mr. A. M. Pieters at Hantam Municipality
Email: apieters@hantam.gov.za
Tel: 027 341 8500

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2. “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.

1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6. “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.

1.7. “Day” means calendar day.

1.8. “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9. “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10. “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 goods are so delivered and a valid receipt is obtained.

1.11. "Dumping" occurs when a private enterprise abroad market 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.

1.12. ” 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.

1.13. “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.

1.14. “GCC” means the General Conditions of Contract.

1.15. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16. “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 goods covered by the bid will be manufactured.

1.17. “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18. “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
1.20. “Project site,” where applicable, means the place indicated in bidding documents.
1.21. “Purchaser” means the organization purchasing the goods.
1.22. “Republic” means the Republic of South Africa.
1.23. “SCC” means the Special Conditions of Contract.
1.24. “Services” means those functional services ancillaries 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.
1.25. “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
1.26. “Tort” means in breach of contract.
1.27. “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
1.28. “Written” or “in writing” means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

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.

6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

8.6. Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract.

Failing such removal, the rejected goods shall be returned at the suppliers' cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 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, and in any subsequent instructions ordered by the purchaser.

10. **Delivery and documents**

10.1. Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. **Transportation**

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

13. **Incidental Services**

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any

(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, 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. he 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.

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 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, 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.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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.

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 or in the purchaser's request for bid validity extension, as the case may be.

18. **Variation orders**

18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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. 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 goods are required, or the supplier's services are not readily available.

21.4. 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 22.2 without the application of penalties.

21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 judgement 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.

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

I. The name and address of the supplier and / or person restricted by the purchaser;
II. The date of commencement of the restriction
III. The period of restriction; and
IV. The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. **Antidumping and countervailing duties and rights**

24.1. When, after the date of bid, provisional payments are required, or anti-dumping 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 favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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. 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 for goods delivered and / or services rendered according to the prescripts of the contract.

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.

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 SARS must have certified that the tax matters of the preferred bidder are in order.

32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. **Transfer of contracts**

33.1. The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. **Amendment of contracts**

34.1. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. **Prohibition of restrictive practices**

35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 4: SPECIFICATIONS

DESCRIPTION OF THE NEEDS OF HANTAM MUNICIPALITY

Hantam Municipality desires to appoint a service provider for the SUPPLY, DELIVERY, INSTALL, REPAIRS AND MAINTENANCE OF AIR CONDITIONERS IN THE HANTAM MUNICIPAL AREA FOR A CONTRACT PERIOD OF (3) THREE YEARS.

Section A

Supply. Delivery and Installation, maintenance and repair

	SUPPLY DELIVER AND INSTALL REPAIR AND MAINTENANCE	UNIT	QTY
1	**AIR CONDITIONING UNITS**		
1.1	Split Unit 9000BTU, non-Inverter	Each	1
1.2	Split Unit 12000BTU, non-Inverter	Each	1
1.3	Split Unit 18000BTU, non-Inverter	Each	1
1.4	Split Unit 24000BTU, non-Inverter	Each	1
1.5	Split Unit 36000BTU, non-Inverter	Each	1
1.6	Split Unit 9000BTU, Inverter	Each	1
1.7	Split Unit 12000BTU, Inverter	Each	1
1.8	Split Unit 18000BTU, Inverter	Each	1
1.9	Split Unit 24000BTU, Inverter	Each	1
1.10	Split Unit 36000BTU, Inverter	Each	1
2	**REPLACEMENT PARTS**		
	Split Unit 9000BTU non-inverter		
2.1	Compressor	Each	1
2.2	Capacitor	Each	1
2.3	Indoor PC Board	Each	1
2.4	Indoor Barrel Fan	Each	1
2.5	Indoor Fan Motor	Each	1
2.6	Air Filter	Each	1
2.7	Outdoor Fan motor	Each	1
2.8	4 Way Valve	Each	1
	Split Unit 12000BTU non-inverter		
2.9	Compressor	Each	1
2.10	Capacitor	Each	1
2.11	Indoor PC Board	Each	1
2.12	Indoor Barrel Fan	Each	1
2.13	Indoor Fan Motor	Each	1
2.14	Air Filter	Each	1
2.14	Outdoor Fan motor	Each	1
2.16	4 Way Valve	Each	1
	Split Unit 18000BTU non-inverter		
2.17	Compressor	Each	1
2.18	Capacitor	Each	1
2.19	Indoor PC Board	Each	1
2.20	Indoor Barrel Fan	Each	1
2.21	Indoor Fan Motor	Each	1
2.22	Air Filter	Each	1

2.23	Outdoor Fan motor	Each	1
2.24	4 Way Valve	Each	1
	Split Unit 24000BTU non-inverter	Each	1
2.25	Compressor	Each	1
2.26	Capacitor	Each	1
2.27	Indoor PC Board	Each	1
2.28	Indoor Barrel Fan	Each	1
2.29	Indoor Fan Motor	Each	1
2.30	Air Filter	Each	1
2.31	Outdoor Fan motor	Each	1
2.32	4 Way Valve	Each	1
	Split Unit 36000BTU non-inverter	Each	1
2.33	Compressor	Each	1
2.34	Capacitor	Each	1
2.35	Indoor PC Board	Each	1
2.36	Indoor Barrel Fan	Each	1
2.37	Indoor Fan Motor	Each	1
2.38	Air Filter	Each	1
2.39	Outdoor Fan motor	Each	1
2.40	4 Way Valve	Each	1
	Split Unit 9000BTU Inverter	Each	1
2.41	Compressor	Each	1
2.42	Capacitor	Each	1
2.43	Indoor PC Board	Each	1
2.44	Indoor Barrel Fan	Each	1
2.45	Indoor Fan Motor	Each	1
2.46	Air Filter	Each	1
2.47	Outdoor Fan motor	Each	1
2.48	4 Way Valve	Each	1
	Split Unit 12000BTU Inverter	Each	1
2.49	Compressor	Each	1
2.50	Capacitor	Each	1
2.51	Indoor PC Board	Each	1
2.52	Indoor Barrel Fan	Each	1
2.53	Indoor Fan Motor	Each	1
2.54	Air Filter	Each	1
2.55	Outdoor Fan motor	Each	1
2.56	4 Way Valve	Each	1
	Split Unit 18000BTU Inverter	Each	1
2.57	Compressor	Each	1
2.58	Capacitor	Each	1
2.59	Indoor PC Board	Each	1
2.60	Indoor Barrel Fan	Each	1
2.61	Indoor Fan Motor	Each	1
2.62	Air Filter	Each	1
2.63	Outdoor Fan motor	Each	1
2.64	4 Way Valve	Each	1

	Split Unit 24000BTU Inverter	Each	1
2.65	Compressor	Each	1
2.66	Capacitor	Each	1
2.67	Indoor PC Board	Each	1
2.68	Indoor Barrel Fan	Each	1
2.69	Indoor Fan Motor	Each	1
2.70	Air Filter	Each	1
2.71	Outdoor Fan motor	Each	1
2.72	4 Way Valve	Each	1
	Split Unit 36000BTU Inverter	Each	1
2.73	Compressor	Each	1
2.74	Capacitor	Each	1
2.75	Indoor PC Board	Each	1
2.76	Indoor Barrel Fan	Each	1
2.77	Indoor Fan Motor	Each	1
2.78	Air Filter	Each	1
2.79	Outdoor Fan motor	Each	1
2.80	4 Way Valve	Each	1
3	**EXTRA MATERIAL AND PARTS**		
3.1	Air Conditioner Captyre	Each	1
3.2	2.5mm Surfix cable	Each	1
3.3	4x4 Waterproof box	Each	1
3.4	4x2 Waterproof box	Each	1
3.5	4x4 30A Isolator switch	Each	1
3.6	4x2 30A Isolator switch	Each	1
3.7	½ Inch Copper pipe with insulation	Each	1
3.8	¾ Inch Copper pipe with insulation	Each	1
3.9	5/8 Inch Copper pipe with insulation	Each	1
3.10	7/8 Inch Copper pipe with insulation	Each	1
3.11	Anti-Theft cage 9000BTU	Each	1
3.12	Anti-Theft cage 12000BTU	Each	1
3.13	Anti-Theft cage 18000BTU	Each	1
3.14	Anti-Theft cage 24000BTU	Each	1
3.15	Anti-Theft cage 36000BTU	Each	1
3.16	Outdoor wall mounting bracket set	Each	1
4	**SERVICE OF ARCONDITIONER**		
4.1	Complete service of air conditioner Including labour.	Each	1

SECTION B

	LABOUR AND TRANSPORT	Unit Rate	QTY	Normal hours rate	After hours Rate	Holiday Hour rate	Total
1	LABOUR						
1.1	Supervisor	Hour	1	R	R	R	R
1.2	Technician	Hour	1	R	R	R	R
1.3	Technician Assistant	Hour	1	R	R	R	R
2	TRANSPORT						
2.1	Cost per Kilometer, within a radius of 150km, AA rate applicable						

NB: It may be not feasible to include every item on the BOQ and as such should material which is not

on the BOQ be required then the Municipality will request from the successful bidder a written quotation to supply such services.

Estimated price escalation in percentage : ……. % after year 1

: ……. % after year 2

COMPULSORY REQUIREMENTS

1. Proof of registration with professional body/bodies, such as the South African Institute of Refrigeration and Air conditioning or the South African & Air condition Contractors Associations or similar associations.
2. Provide at least 3 relevant contactable references.
3. Submit proof of certificates for the technicians.

GENERAL CONDITIONS

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

Electrical Installation:

- Unless otherwise stated in the Supplementary Specification tenderers must allow in their price for the complete electrical installation and wiring.
- All electrical equipment and wiring shall be in accordance with the current issue of the Department's

SECTION 5: EVALUATION

- Formal tenders will be evaluated and adjudicated in terms of 80/20 Preference Points System prescribed by the Preferential Procurement Policy Framework Act (Act5 of 2017) and the Municipality's Supply Chain Management Policy. The Bid Evaluation Committee will also look at the requirements as set out in the tender document.
- All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying supply chain management regulations), the Preferential Procurement Policy Framework Act, Act 5 of 2000 (read with its accompanying regulations) as well as the Hantam SCM and Preferential Procurement Policies.
- Points will be awarded to tenderers who are eligible for preferences in terms of MBD 6.1: Preference Point Claim Schedule (where preferences are granted in respect of B- BBEE contribution.
- The terms and conditions of MBD 6.1 shall apply in all respects to the tender evaluation process and any subsequent contract.
- The evaluation will include verifying the tenderers compliance with the specifications (Responsiveness), financial offer, B- BBEE and Locality as per the PPPFA.

Tenders will be evaluated on the following criteria:

PRICE	**80 Points**
(The Schedule of Fees, **Schedule 3** must be completed by the Tenderer and will be read as the Tenderer fee proposal in terms of this Tender).	
B-BBEE STATUS LEVEL CONTRIBUTOR SCORECARD	**10 Points**
Locality	**10 Points**
Total Points	**100 Points**

5.1. SPECIAL CONDITIONS OF CONTRACT (If Applicable)

5.1.1. The signed tender document will also serve as the contract between the successful bidder and the Municipality.

5.1.2. The successful bidder will be required to enter into a Service Level Agreement with the Municipality.

5.1.3. At any time before the submission of the Tender the Municipality may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the tender document by amendment. The amendment will be sent in writing by facsimile or electronic mail to all bidders that requested proposal documents. The amendment will be binding on them.

5.1.4. The Municipality may at its discretion extend the deadline for the submission of Tenders.

5.1.5. The Municipality is not bound to accept any of the Tenders submitted.

5.1.6. If goods or services are procured by means of an order and on arrival are found to be damaged or the goods that are delivered is not as set out on the order. The goods will be returned to the supplier and should be replaced without any additional cost to the municipality.

5.1.7. If the supplier complies with the Functionality Criteria as set out in this tender document. The supplier needs to submit proof by means of valid documents of their compliance with the Functionality Criteria with this tender document **(If applicable)**.

5.1.8. Payment will be processed 30 days after receipt of invoice.

5.1.9. Prices will escalate with the CPI. It is the responsibility of the successful tenderer to send a pricing schedule with the previous year's prices and the escalated price to Hantam Municipality for the new prices to be enforced. If Hantam Municipality does not receive the new prices from the successful tenderer orders will be processed from the prices in the pricing schedule contained in this tender document.

5.1.10. The custodian of the contract Mr. L. J. C. van der Merwe will perform an evaluation on the performance of the successful tenderer on a monthly basis.

5.1.11. If it is found that the performance of the appointed service provider is not up to standard, the Service provider will be requested to rectify the error and/ or provide evidence of rectification, within 7 calendar days as from date of notification thereof. If the error in question is of such a nature or severity, that rectification thereof, needs/ justify more than these stipulated 7 days, such rectification will be finalised within a reasonable time, as from date of notification of such error.

5.1.12. Social Contribution within the Hantam Local Municipality will be compulsory for this tender. Subsequent discussions with the successful service provider will be conducted regarding the required Social Contribution. The outcomes of these discussions will be finalised in the Service Level Agreement.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE HANTAM MUNICIPALITY					
BID NUMBER:	NC065/T13/2024	CLOSING DATE:	12 JULY 2024	CLOSING TIME:	12:00
DESCRIPTION	SUPPLY, DELIVERY, INSTALL, REPAIRS AND MAINTENANCE OF AIR CONDITIONERS IN THE HANTAM MUNICIPAL AREA FOR A CONTRACT PERIOD OF (3) THREE YEARS.				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT *(STREET ADDRESS*

Hantam Municipality
20 Dr Nelson Mandela Drive
Calvinia
8190

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

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

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	SCM	CONTACT PERSON	Mr. J. R. Van Wyk
CONTACT PERSON	Allan M. Pieters	TELEPHONE NUMBER	027 341 8500
TELEPHONE NUMBER	027 341 8500	FACSIMILE NUMBER	027 341 8501
FACSIMILE NUMBER	027 341 8501	E-MAIL ADDRESS	vanwykjr@hantam.gov.za
E-MAIL ADDRESS	apieters@hantam.gov.za		

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 ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……...

TAX CLEARANCE CERTFICATE REQUIREMENTS

6.1.1. 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.

6.1.2. In order to meet this requirement bidders are required to complete in full the 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.

6.1.3. 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.

6.1.4. 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.

6.1.5. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.

6.1.6. 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.

6.1.7. 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.

6.1.8. Hantam Municipality reserves the rights to check with SARS whether a Tax Clearance Certificate is Valid or not.

6.1.9. Attach original Tax Clearance Certificate to this returnable Schedule.

DETERMINATION AND OUTLINING OF FEES/ PRICING SCHEDULE

Section A

Supply. Delivery and Installation, maintenance and repair

	SUPPLY DELIVER AND INSTALL REPAIR AND MAINTENANCE	UNIT	QTY	Rate	Total
1	**AIR CONDITIONING UNITS**				
1.1	Split Unit 9000BTU, non-Inverter	Each	1		
1.2	Split Unit 12000BTU, non-Inverter	Each	1		
1.3	Split Unit 18000BTU, non-Inverter	Each	1		
1.4	Split Unit 24000BTU, non-Inverter	Each	1		
1.5	Split Unit 36000BTU, non-Inverter	Each	1		
1.6	Split Unit 9000BTU, Inverter	Each	1		
1.7	Split Unit 12000BTU, Inverter	Each	1		
1.8	Split Unit 18000BTU, Inverter	Each	1		
1.9	Split Unit 24000BTU, Inverter	Each	1		
1.10	Split Unit 36000BTU, Inverter	Each	1		
2	**REPLACEMENT PARTS**				
	Split Unit 9000BTU non-inverter				
2.1	Compressor	Each	1		
2.2	Capacitor	Each	1		
2.3	Indoor PC Board	Each	1		
2.4	Indoor Barrel Fan	Each	1		
2.5	Indoor Fan Motor	Each	1		
2.6	Air Filter	Each	1		
2.7	Outdoor Fan motor	Each	1		
2.8	4 Way Valve	Each	1		
	Split Unit 12000BTU non-inverter				
2.9	Compressor	Each	1		
2.10	Capacitor	Each	1		
2.11	Indoor PC Board	Each	1		
2.12	Indoor Barrel Fan	Each	1		
2.13	Indoor Fan Motor	Each	1		
2.14	Air Filter	Each	1		
2.14	Outdoor Fan motor	Each	1		
2.16	4 Way Valve	Each	1		
	Split Unit 18000BTU non-inverter				
2.17	Compressor	Each	1		
2.18	Capacitor	Each	1		
2.19	Indoor PC Board	Each	1		
2.20	Indoor Barrel Fan	Each	1		
2.21	Indoor Fan Motor	Each	1		
2.22	Air Filter	Each	1		
2.23	Outdoor Fan motor	Each	1		
2.24	4 Way Valve	Each	1		
	Split Unit 24000BTU non-inverter	Each	1		
2.25	Compressor	Each	1		
2.26	Capacitor	Each	1		

2.27	Indoor PC Board	Each	1		
2.28	Indoor Barrel Fan	Each	1		
2.29	Indoor Fan Motor	Each	1		
2.30	Air Filter	Each	1		
2.31	Outdoor Fan motor	Each	1		
2.32	4 Way Valve	Each	1		
	Split Unit 36000BTU non-inverter	Each	1		
2.33	Compressor	Each	1		
2.34	Capacitor	Each	1		
2.35	Indoor PC Board	Each	1		
2.36	Indoor Barrel Fan	Each	1		
2.37	Indoor Fan Motor	Each	1		
2.38	Air Filter	Each	1		
2.39	Outdoor Fan motor	Each	1		
2.40	4 Way Valve	Each	1		
	Split Unit 9000BTU Inverter	Each	1		
2.41	Compressor	Each	1		
2.42	Capacitor	Each	1		
2.43	Indoor PC Board	Each	1		
2.44	Indoor Barrel Fan	Each	1		
2.45	Indoor Fan Motor	Each	1		
2.46	Air Filter	Each	1		
2.47	Outdoor Fan motor	Each	1		
2.48	4 Way Valve	Each	1		
	Split Unit 12000BTU Inverter	Each	1		
2.49	Compressor	Each	1		
2.50	Capacitor	Each	1		
2.51	Indoor PC Board	Each	1		
2.52	Indoor Barrel Fan	Each	1		
2.53	Indoor Fan Motor	Each	1		
2.54	Air Filter	Each	1		
2.55	Outdoor Fan motor	Each	1		
2.56	4 Way Valve	Each	1		
	Split Unit 18000BTU Inverter	Each	1		
2.57	Compressor	Each	1		
2.58	Capacitor	Each	1		
2.59	Indoor PC Board	Each	1		
2.60	Indoor Barrel Fan	Each	1		
2.61	Indoor Fan Motor	Each	1		
2.62	Air Filter	Each	1		
2.63	Outdoor Fan motor	Each	1		
2.64	4 Way Valve	Each	1		
	Split Unit 24000BTU Inverter	Each	1		
2.65	Compressor	Each	1		
2.66	Capacitor	Each	1		
2.67	Indoor PC Board	Each	1		
2.68	Indoor Barrel Fan	Each	1		

2.69	Indoor Fan Motor	Each	1		
2.70	Air Filter	Each	1		
2.71	Outdoor Fan motor	Each	1		
2.72	4 Way Valve	Each	1		
	Split Unit 36000BTU Inverter	Each	1		
2.73	Compressor	Each	1		
2.74	Capacitor	Each	1		
2.75	Indoor PC Board	Each	1		
2.76	Indoor Barrel Fan	Each	1		
2.77	Indoor Fan Motor	Each	1		
2.78	Air Filter	Each	1		
2.79	Outdoor Fan motor	Each	1		
2.80	4 Way Valve	Each	1		
3	**EXTRA MATERIAL AND PARTS**				
3.1	Air Conditioner Captyre	Each	1		
3.2	2.5mm Surfix cable	Each	1		
3.3	4x4 Waterproof box	Each	1		
3.4	4x2 Waterproof box	Each	1		
3.5	4x4 30A Isolator switch	Each	1		
3.6	4x2 30A Isolator switch	Each	1		
3.7	½ Inch Copper pipe with insulation	Each	1		
3.8	¾ Inch Copper pipe with insulation	Each	1		
3.9	5/8 Inch Copper pipe with insulation	Each	1		
3.10	7/8 Inch Copper pipe with insulation	Each	1		
3.11	Anti-Theft cage 9000BTU	Each	1		
3.12	Anti-Theft cage 12000BTU	Each	1		
3.13	Anti-Theft cage 18000BTU	Each	1		
3.14	Anti-Theft cage 24000BTU	Each	1		
3.15	Anti-Theft cage 36000BTU	Each	1		
3.16	Outdoor wall mounting bracket set	Each	1		
4	**SERVICE OF ARCONDITIONER**				
4.1	Complete service of air conditioner Including labour.	Each	1		

SECTION B

	LABOUR AND TRANSPORT	Unit Rate	QTY	Normal hours rate	After hours Rate	Holiday Hour rate	Total
1	LABOUR						
1.1	Supervisor	Hour	1	R	R	R	R
1.2	Technician	Hour	1	R	R	R	R
1.3	Technician Assistant	Hour	1	R	R	R	R
2	TRANSPORT						
2.1	Cost per Kilometer, within a radius of 150km, AA rate applicable						

NB: It may be not feasible to include every item on the BOQ and as such should material which is not

on the BOQ be required then the Municipality will request from the successful bidder a written quotation to supply such services.

Estimated price escalation in percentage : ……. % after year 1

: ……. % after year 2

PRICING SCHEDULE TOTAL	R

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……..
Closing Time ……. …..	Closing Date …….

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

- 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” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1. Full Name of bidder or his or her representative:

_____

3.2. Identity Number:

_____

3.3. Position occupied in the Company (director, trustee, shareholder[2]):

_____

3.4. Company Registration Number:

_____

3.5. Tax Reference Number:

_____

3.6. VAT Registration Number:

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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1 MSCM Regulations: "in the service of the state" means to be –
(a) member of –
i. Any municipal council;
ii. Any provincial legislature; or
iii. The national Assembly or the National Council of provinces;

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

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

3.8.	Are you presently in the service of the state?	**YES/NO**
3.8.1.	If yes, furnish particulars:	

_____

_____

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 the bid?	**YES/NO**
3.10.1.	If yes, furnish particulars:	

_____

_____

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

_____

_____

3.12.	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	**YES/NO**
3.12.1.	If yes, furnish particulars:	

_____

_____

3.13.	Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?	**YES/NO**
3.13.1.	If yes, furnish particulars:	

_____

_____

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

_____

_____

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

Full name	Identity Number	State Employee Number

....
Signature Date

....
Capacity Name of Bidder

DECLARATION FOR PRCUREMENT ABOVE R10 MILLION (ALL APPLICANLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1.	Are you by law required to prepare annual financial statements for auditing?	YES/NO
1.1.	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	
	_____	
	_____	
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days.	YES/NO
2.1.	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	
2.2.	If yes, provide particulars:	
	_____	
	_____	
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES/NO
3.1.	If yes, furnish particulars:	
	_____	
	_____	
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES/NO
4.1.	If yes, furnish particulars:	
	_____	
	_____	

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

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

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

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

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1. GENERAL CONDITIONS

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

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

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

(*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:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. 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:

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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)
Locality	5	10		
B- BBEE (Preference)	5	10		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

	…… **SIGNATURE(S) OF TENDERER(S)**
SURNAME AND NAME:	……
DATE:	……
ADDRESS:	……
	……
	……
	……

CONTRACT FORM – RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ..... in accordance with the requirements and task directives/proposals specifications stipulated in bid number ..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing time of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding document, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest
   - Declaration of Bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT): .....

CAPACITY: .....

SIGNATURE: .....

NAME OF FIRM: .....

DATE: .....

WITNESSES

1. .....

2. .....

DATE: .....

CONTRACT FORM – RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as accept your bid under reference number .....dated ..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with terms and conditions of the contract, within 30 days (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT: .....ON.....

NAME(PRINT): .....

SIGNATURE: .....

OFFICIAL STAMP

WITNESSES

1. .....

2. .....

DATE:.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……..…… CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……... **Signature**

…….. **Date**

……. **Position**

…….. **Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   a) has been requested to submit a bid in response to this bid invitation;
   b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] 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.

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

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

Js9141w 4

HANTAM MUNICIPALITY

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

(To be signed in the presence of a Commissioner of Oaths)

I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf of:	(name of the enterprise)

hereby acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to Hantam Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

That to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	**MUNICIPAL ACCOUNT NUMBER**

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: **Please attach** certified copy(ies) of ID document(s)

Therefore hereby agrees and authorises Hantam Municipality to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

NAME (PRINT)		**SIGNATURE**	

CAPACITY		**DATE**	
NAME OF ENTERPRISE			

COMMISSIONER OF OATHS Signed and sworn to before me at _____, on this _____day of _____ 20___ by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience. **COMMISSIONER OF OATHS:-** Position: _____ Address: _____ Tel: _____	**Apply official stamp of authority on this page:**

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (SECTION 37(2))

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

.....

(Contractor/Mandatory/Company/CC Name)

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

I, ..., representing
....., as an employer

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

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

COID ACT Registration Number:

OR Compensation Insurer: ..... Policy No.: .....

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

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

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

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

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

_____ _____

Witness Mandatary

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

_____ _____

Witness for and on behalf of Hantam Municipality

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.

2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.

3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.

4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.

5. Discipline in the interests of occupational health and safety shall be strictly enforced.

6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.

7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.

8. No substandard equipment/machinery/articles or substances shall be used on the site.

9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.

10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.

11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.

12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.

13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

CENTRAL SUPPLIER DATABASE (CSD)

Paragraph 14(1)(a) states that the accounting officer must use the CSD to source accredited service providers of goods and services that must be used for procurements through written, verbal quotations and formal written price quotations. Hantam Municipality has decided to accept an invitation from Provincial Treasury to join the Central Supplier Database (CSD) with the view of using one centralized database. The Municipality make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

The usage of the Centralised Supplier Database (CSD) came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH HANTAM MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.

Enquiries can be made to Mr. A. M. Pieters.

CSD registration number (if registered): ……

FORM OF OFFER AND ACCEPTANCE
COMPULSORY TO CPMLETE

TENDER NO: NC065/T13/2024: SUPPLY, DELIVERY, INSTALL, REPAIRS AND MAINTENANCE OF AIR CONDITIONERS IN THE HANTAM MUNICIPAL AREA FOR A CONTRACT PERIOD OF (3) THREE YEARS.

OFFER

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

TENDER NO: NC065/T13/2024: SUPPLY, DELIVERY, INSTALL, REPAIRS AND MAINTENANCE OF AIR CONDITIONERS IN THE HANTAM MUNICIPAL AREA FOR A CONTRACT PERIOD OF (3) THREE YEARS.

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

By the representative of the Tender Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tender Supplier 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 tender identified in the tender data. AS PER PRICING SCHEDULE 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 tender supplier before the end of the period of validity stated in the tender data, whereupon the tender supplier becomes the party named as the contractor in the contract identified in the tender data.

Signature(s) .....

Name(s) .....

Capacity .....

Company Name .....

Address .....

.....

.....

ACCEPTANCE

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

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

Signature(s) .....

Name(s) .....

Capacity .....

For the

Employer .....

.....

(Name and address of organization)

Date: .....