

EPHRAIM MOGALE LOCAL MUNICIPALITY



BID DOCUMENT

TENDER NO. EPMLM/8/3/454

PROJECT DESCRIPTION: APPOINTMENT OF A MAXIMUM OF TWO SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION & MAINTENANCE OF AIR CONDITIONERS AS & WHEN REQUIRED FOR 36 MONTHS (RE-ADVERT)

JUNE 2024

PREPARED FOR AND BY

THE MUNICIPAL MANAGER

EPHRAIM MOGALE LOCAL MUNICIPALITY

Private Bag x 111

MARBLE HALL

0450

Tel: (013) 261 8400

Fax: (013) 261 2985

NAME OF BIDDER : _____

CSD SUPPLIER NO : _____

CIDB CRS NO : _____

TENDERED AMOUNT (WORDS) : _____

TENDERED AMOUNT (FIGURES) : _____

TEL NUMBER : _____

FAX NUMBER : _____

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1.1 TENDER NOTICE AND INVITATION TO TENDER

IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable Bid", and as such will be rejected.

The Municipality shall adjudicate and award tenders in accordance with **the Preferential Procurement Policy Framework Act 5 of 2000 and revised Preferential Procurement Regulation of 2022** on 100 points functionality and on a 80/20 points system, where 80 points are for the price and 20 points for Specific goals according to the said legislation. Tenders are required to submit valid BBBEE status level verification certificates or sworn affidavits.

1. If the bidder is not registered on the National Treasury's Central Supplier Database (CSD) with a compliant tax status and active business status,
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. Modification or Conversion of the original issued tender document is not allowed
4. Failure to complete the schedule of quantities as required, i.e only lump sums provided.
5. Scratching out without initialising next to the amended rates or information, writing over or painting out rates affecting evaluation of the bid.
6. The use of correction fluid (i.e. tippex) or any erasable ink, e.g. pencil.
7. The Bid document has not been properly signed by a party having Authority to do so, according to the example of **"Authority of Signatory"**.
8. No authority of signatory submitted – where it is stated that a **duly signed and dated original or certified copy of the company's relevant resolution on the company letterhead** of their members or their board of directors, must submitted.
9. Failure to provide a Copy of valid registration with the CIDB; in an appropriate contractor grading designation(category) as the required in the bid documentation (or in a case of joint venture, of all the partners in the joint venture)
10. Submission of letter of good standing or proof of workmanship compensation registration in terms of compensation for occupational injuries and disease Act No 130 of 1993 is compulsory.
11. Particulars required in respect of the bid have not been completed, except if information required on Preference Schedule for claiming specific goals points, is not completed, the bid will not be disqualified but no preference points will be awarded.
12. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.

13. The bid has been submitted either in the wrong tender box or after the relevant closing date and time.
14. If any municipal rates and taxes or municipal service charges are owed by the bidder and any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
15. If any bidder who during the last five (5) years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
16. The Accounting Officer must ensure that irrespective of the procurement process followed, no ward may be given to a person.
 - i. Who is in the service of the state, or
 - ii. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state, or
 - iii. Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
17. Bid offers will be rejected if the bidder or any of its directors is(are) listed on the National Treasury List of Restricted Suppliers and List of Tender Defaulters, as persons prohibited from doing business with the state.
18. Bid offers will be rejected if the bidder has abused the Ephraim Mogale Local Municipality's Supply Chain Management System.
19. Failure to attach a copy of a valid signed Joint Venture/Consortium Agreement (if applicable) to the bid document.
20. Form of Offer and Acceptance not completed (**amount in figure and words**) and signed by the authorised signatory.
21. Not signing of all relevant forms in the tender document on the spaces provided.

EPHRAIM MOGALE LOCAL MUNICIPALITY



TENDER NO: EPMLM/8/3/454

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INVITATION TO BID

1. INVITATION TO BID AND TENDER DATA

Tenders are hereby invited from Service Providers with relevant experience and compliance documents to bid for the following. These are subject to the PPPFA and the Preferential Regulations 2022 and the General Conditions of Contract and, if applicable, to any special conditions of contract.

Bid No	Description	Requirements	Non-Refundable Bid fee	Closing Date and Time
EPML M/8/3/454	Supply, Delivery, Installation and Maintenance of Air Conditioners as and when required for a Period of 36 Months.	Estimated CIDB grading of 2ME or 2EB OR Higher	R 1140.00	24 th July @ 12H00

The municipality will adjudicate and award bids in accordance with the PPR 2022 using the 80/20-point system, where 80 will be allocated to price and 20 for Specific goals of the contributor. Bids will remain valid for 90 days after the closing date. **The bid will be subject to functionality evaluated (Company experience =40; Bank Rating =20; Key Personnel = 40; Total=100). A minimum score of 70% (70 points) will be required to be further evaluated.**

Bid documents will be available from **Thursday, 27th June 2024** by the cashiers from **08H00 to 15H30** weekdays and for free download on www.etenders.gov.za

Completed bids in sealed envelopes, clearly marked with the relevant bid number and description, should be deposited in the bid box situated at the offices of the Ephraim Mogale Local Municipality, 2 Ficus Street, Marble Hall, 0450, where bids will be opened in public.

NB: Bidders should ensure that bids are delivered in time to the correct address. Late bids will not be accepted. Ephraim Mogale Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept any bid as a whole.

SCM related enquiries should be directed to the Supply Chain Management Unit at (013) 261 8450/8462/8496/8448/8541 or by email at ephmlmsupplychain@emogalelm.gov.za and technical enquiries may be directed to Mr. TJ Ramatselela at 013 261 8449/ tramatselela@emogalelm.gov.za

**MOROPA M.E.
MUNICIPAL MANAGER**

EPHRAIM MOGALE LOCAL MUNICIPALITY**TENDER NO: EPMLM/8/3/454**

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1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

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

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

Sub-clause	Data
1.	The employer is the EPHRAIM MOGALE LOCAL MUNICIPALITY.
2.	The Project Document issued by the employer consists of the following: <u>THE TENDER</u> 1. TENDERING PROCEDURES 1.1 Tender Notice and Invitation to Tender 1.2 Tender Data 2. RETURNABLE DOCUMENTS 2.1 List of Returnable Documents 2.2 Returnable Schedule THE CONTRACT 3. AGREEMENT AND CONTRACT DATA 3.1 Form of Offer and Acceptance 3.2 Contract Data 4. PRICING DATA 4.1 Pricing Instructions 4.2 Bills of Quantities

Sub-clause	Data
	5. SCOPE OF WORK 5.1 Description of Works 6. ANNEXURES 6.1 Ephraim Mogale Local Municipality Supply Chain Policy (available on the website at www.ephraimmogalelm.gov.za)
2.1	The employer's agent is TJ Ramatselela Ephraim Mogale local Municipality P O Box 111 MARBLEHALL 0450 Tell: 013 261 8449 Fax: 013 261 2985 Email: tramatselela@emogalelm.gov.za
3.	The arrangements for a compulsory clarification meeting are: NONE. Date: N/A Time: N/A Venue: N/A
4.	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are Location of tender box: Ephraim Mogale local Municipality 2 Ficus Street Marble Hall 0450 Identification details: EPMLM/8/3/454 – APPOINTMENT OF A MAXIMUM OF TWO SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION & MAINTENANCE OF AIR CONDITIONERS AS & WHEN REQUIRED FOR 36 MONTHS (RE-ADVERT)
5.	A two-envelope procedure will be followed.
6.	Closing time for submission of tender offers is: Wednesday 24th July @ 12H00
7.	Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.
8.	The tender offer validity period is 90 days .
9.	The tendered lump sums and rates shall be final and binding irrespective of the total tender price
10.	The tenderer is required to submit with his tenders a copy of their Central Supplier Database registration or summary report for validation.
11.	The time and location for opening of tender offers:

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12.	Bid Evaluation Criteria The bid will be subjected to functionality evaluation as per below criteria. Bidders will be required to obtain a minim qualifying score of 70 points out of 100 to be further evaluated for price and preferential points. <table><tr><th>CRITERIA</th><th>WEIG HT</th><th>SCORES</th></tr><tr><td> Company experience NB: The tender must submit proof of appointments letter or purchase order and completion letter from the clients of four (4) similar project in the last 5 years. Similar project means – An appointment letter(s) or purchase order of repair; installation and /or maintenance of at least 10 Air conditioners contract for the duration of 6 months or longer. </td><td>40</td><td><table><tr><th>NO</th><th>SCORING CRITERIA</th><th>WEIGHT</th></tr><tr><td>1</td><td>Tender scores zero (0) points where no information regarding the company's relevant experience is indicated</td><td>0</td></tr><tr><td>2</td><td>Tenderer scores (2.5) points per project, where information regarding the company's experience is provided but with no supporting documents provided (i.e. Appointment letter)</td><td>10</td></tr><tr><td>3</td><td>Tenderer scores (5) points per project, where information regarding the company's relevant experience is indicated, and ONLY copies of appointment letters are attached</td><td>20</td></tr><tr><td>4</td><td>Tenderer scores (10) points per project, where information regarding the company's relevant experience is indicated, and copies of appointment and /completion/reference letters is attached</td><td>40</td></tr><tr><td colspan="2">TOTAL</td><td>40</td></tr></table></td></tr><tr><td> Bank rating Tenderer to submit proof of bank rating not older than three (3) months. Bank rating and bank statements should be of the Lead Partner in terms of Joint Venture. </td><td>20</td><td><table><tr><th>Bank Rating</th><th>Weighting</th><th>Score</th></tr><tr><td>Bank Rating = A, B, C</td><td>20</td><td></td></tr><tr><td>Bank Rating = D</td><td>15</td><td></td></tr><tr><td>Bank Rating = E</td><td>8</td><td></td></tr><tr><td>Bank Rating = F to G</td><td>5</td><td></td></tr><tr><td>TOTAL</td><td>20</td><td></td></tr></table></td></tr><tr><td> Key Personnel Bidder to attach CV's and proof of certified copies of qualifications </td><td>40</td><td><table><tr><td></td><td>Qualifications (team leader)</td><td>Points scored.</td></tr><tr><td>Poor (score 0)</td><td>Tender scores zero (0) points where he does not have formal qualifications.</td><td>0</td></tr><tr><td>Satisfactory (score 10)</td><td>The tender will score 10 points if he/she has Formal repair of air conditioners certificate with at least 2 years' experience in repairs and maintenance of air conditioners</td><td>10</td></tr><tr><td>Good (score 30)</td><td>The tender will score 30 points if he/she has a Trade certificate in air conditioner repairs or electrician trade certificate with at least 3 years'</td><td>30</td></tr></table></td></tr></table>	CRITERIA	WEIG HT	SCORES	Company experience NB: The tender must submit proof of appointments letter or purchase order and completion letter from the clients of four (4) similar project in the last 5 years. 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The financial offer will be scored using the following: $Ps = W_1 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ Where Ps = Points scored for functionality and price of the bid/proposal W₁ = (1) 80 where the financial value inclusive of VAT of all responsive tenders received have a value below R 50 000 000 P_t = Rand value of tender under consideration P_{min} = Rand value of the lowest acceptable tender Up to 100 minus W₁ tender evaluation points will be awarded to tenderers who complete the referencing schedule and who are found to be eligible for the preference claimed. Tender preferences claimed (80/20) <table><tr><th>The specific goals allocated points in terms of this tender</th><th>Means of Verification</th><th>Number of points allocated (80/20 system) (To be completed by the organ of state)</th><th>Number of points claimed (80/20 system) (To be completed by the tenderer)</th></tr><tr><td>100 % Black Ownership</td><td>Identification document</td><td>10</td><td></td></tr><tr><td>Women</td><td>Identification document</td><td>5</td><td></td></tr><tr><td>People with Disability</td><td>Medical Report indicating disability</td><td>3</td><td></td></tr><tr><td>Youth (18 to 34 Years of age)</td><td>Identification document</td><td>2</td><td></td></tr></table> The points scored by a tenderer in respect of preferential points must be added to the points scored for price as calculated						The specific goals allocated points in terms of this tender	Means of Verification	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	100 % Black Ownership	Identification document	10		Women	Identification document	5		People with Disability	Medical Report indicating disability	3		Youth (18 to 34 Years of age)	Identification document	2	
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13.	Tender offers will only be accepted on condition that:																								

Sub-clause	Data
	a) The tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and b) The tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect. c) The tenderer is registered on the Central Supplier Database with a complaint overall tax status
14.	The number of paper copies of signed contract to be provided by the Employer is one (1) .

Annex F: Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

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

F.1.4 Communication and employer's agent

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

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

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests, and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetic errors

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

Method 1: Financial offer	1) Rank bid offers from the most favorable to the least favorable comparative offer. Recommend highest ranked bidder for the award of the contract unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score bid evaluation points for financial offer. 2) Confirm that bidders are eligible for the preferences claimed and if so, score bid evaluation points for preferencing. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for Preferencing. 4) Calculate total bid evaluation points. 5) Rank bid offers from the highest number of bid evaluation points to the lowest. 6) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

F.3.11.2 Scoring Financial Offers

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

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

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

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

where:

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

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Notice to unsuccessful tenderers

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

F.3.15. Prepare contract documents.

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

- addenda issued during the tender period,
- inclusion of some of the returnable documents,

- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

EPHRAIM MOGALE LOCAL MUNICIPALITY



TENDER NO: EPMLM/8/3/454

**PROJECT DESCRIPTION: SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE
OF AIR CONDITIONERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS
(RE ADVERT)**

2. RETURNABLE SCHEDULES FOR TENDER EVALUATION

A	MBD 1 – BIDDING INFORMATION & TERMS OF BIDDING
B	MDB 4 - DECLARATION OF INTEREST
C	MDB 6.1 - PREFERENCE SCHEDULE
D	MDB 8 - PAST SCM PRACTICES
E	MDB 9 - CERTIFICATE OF INDEPENDENT BID
F	AUTHORITY OF SIGNATORY
G	PROOF OF BANKING DETAILS
H	MUNICIPAL UTILITY ACCOUNT
I	SCHEDULE OF PROPOSED SUBCONTRACTORS
J	RECORD OF ADDENDA
K	SCHEDULE OF TENDERER'S EXPERIENCE
L	CIDB
M	FORM OF OFFER & ACCEPTANCE
N	PRICING SCHEDULE
O	SCOPE OF WORKS

FORM A: MBD 1**PART A
INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EPHRAIM MOGALE LOCAL MUNICIPALITY**

BID NUMBER:	8/3/454	CLOSING DATE:	24-JULY 2024	CLOSING TIME:	12:00
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF AIR CONDITIONERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS (RE-ADVERT)				

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;**EPHRAIM MOGALE LOCAL MUNICIPALITY (BUDGET & TREASURY AND TECHNICAL BUILDING)****NO. 2 FICUS STREET****MARBLE HALL****0450****NOTE: THE BID BOX IS ONLY ACCESSIBLE MONDAY - FRIDAY DURING OFFICE HOURS (08:00 TO 16:30)****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: MAAA

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]
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TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
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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	TJ RAMATSELELA
CONTACT PERSON	JOSEPH MADISHA	TELEPHONE NUMBER	013 261 8449
TELEPHONE NUMBER	013 261 8450/ 8462	FACSIMILE NUMBER	013 261 2985
FACSIMILE NUMBER	013 261 2985	E-MAIL ADDRESS	TRAMATSELELA@EMOGALELM.GOV.ZA
E-MAIL ADDRESS	ephmlmsupplychain@emogalelm.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										
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 40%; text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> 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.	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
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									

**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:

FORM B: MBD4**MBD4****DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, 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 authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid. Also select the applicable answers** ☒
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state* YES ☐ / NO ☐
 - 3.8.1 If yes, furnish particulars.

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

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

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

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 person in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES ☐ / NO ☐

3.10.1 If yes, furnish particulars

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars

.....
.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principal 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 companies or business whether or not they are bidding for this contract? YES ☐ / NO ☐

3.14.1 If yes furnish particulars:

.....
.....

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

Full Name	Identity Number	Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

FORM C : MBD 6.1**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
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 PREFERENCE POINT SYSTEMS

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

80/20

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

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 points is allocated for price on the following basis:

80/20

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- 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	Means of Verification	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100 % Black Ownership	Identification document	10	
Women	Identification document	5	
People with Disability	Medical Report indicating disability	3	
Youth (18 to 34 Years of age)	Identification document	2	

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:

.....

.....

FORM D: MBD 8**MBD 8****DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	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:		
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

FORM E: MBD 9**MBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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 affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities, or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 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

FORM F: CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. **THE TENDERER MUST COMPLETE THE CERTIFICATE SET OUT BELOW FOR THE RELEVANT CATEGORY AND ATTACH A LETTER ON THE COMPANY LETTERHEAD.**

Please tick appropriate box:

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

A. CERTIFICATE FOR COMPANY

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
Chairman

2.....
Date

B. CERTIFICATE OF PARTNERSHIP

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

NAME	ADDRESS	SIGNATURE	DATE

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

C. CERTIFICATE FOR JOINT VENTURE

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

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

E. SOLE PROPRIETOR

I,....., chairperson and sole owner of hereby confirm that by resolution of the board (copy attached) taken on20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....

Chairman

2.....

Date

BIDDERS SHOULD ATTACH A DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF THE LETTER OF AUTHORITY ON THE COMPANY'S LETTERHEAD, FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE

FORM G: BIDDER'S BANKING INFORMATION

DETAILS OF BIDDERS'S BANK ACCOUNT

I/We furnish the following information:

- a) Name of Bank:
- b) Branch of Bank
- c) Town/city/suburb where bank is situated.....
- d) Contact Person at the Bank:
- e) Telephone number of Bank: Code: Number:
- f) Account Number:

I/We hereby authorise the Employer to approach the above Bank for a reference.

NOTE:

BIDDERS SHOULD ENSURE THAT THEIR BANK ACCOUNT DETAILS HAVE BEEN VERIFIED ON THE CSD REPORT. IF SUCH IS NOT VERIFIED, BIDDERS SHOULD ATTACH A COPY OF THEIR BANK CONFIRMATION LETTER

Signature..... Date.....

Name..... Position.....

Tenderer.....

FORM H: DECLARATION WITH REGARDS TO MUNICIPAL SERVICES, RATES AND TAXES
--

I _____ the undersigned, declare on behalf of (Name of Bidder) _____ that;

the bidder and (or) any of its director(s) does not owe any municipal services, rates and taxes to the municipality or any other municipality or municipal entity any amount which could be in arrears for an period for a period more than three months.

In the event that this declaration is found to be false, the bid will be rejected and found to be nonresponsive.

NAME OF MUNICIPALITY	ACCOUNT NUMBER	OWNER

NOTE:

TENDERER TO SUBMIT A COPY OF A MUNICIPAL ACCOUNT OF THE COMPANY AND THAT OF ITS DIRECTOR NOT IN ARREARS AND NOT OLDER THAN THREE (03) MONTHS; OR

IN THE EVENT THAT THE BIDDER IS LEASING, A LEASE AGREEMENT ALONG WITH THE ACCOUNT OF THE LEASED PROPERTY SHOULD BE ATTACHED, OR

A CONFIRMATION LETTER FROM THE LOCAL MUNICIPALITY NOT OLDER THAN THREE MONTHS CONFIRMING THAT SERVICES ARE NOT CHARGED/LEVIED AND BIDDER DOES NOT OWE

(FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE)

Signature.....

Date.....

Name.....

Position.....

Tenderer.....

FORM I: SCHEDULE OF PROPOSED SUBCONTRACTORS

Will you be subcontracting on this project?

(Tick the appropriate box)

Yes ☐ / No ☐

We notify you that it is our intention to employ the following subcontractors for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name of Subcontractor	Contact Details	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			

Signature.....

Date.....

Name.....

Position.....

Tenderer.....

FORM J: RECORD OF ADDENDA TO TENDER DOCUMENTS

Was there an addendum issued for this project?

(Tick appropriate box and complete table accordingly)

Yes ☐ / No ☐

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature..... Date

Name..... Position.....

Tenderer.....

FORM K: SCHEDULE OF TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves in the last three years:

INSTITUTION NAME	RELEVANT PROJECT NAME	CONTACT PERSON	LAND LINE CONTACT NO.	CELL CONTACT NO.	PROJECT START & END DATE

NB: COMPLETE THE TABLE ABOVE ON COMPANY EXPERIENCE (COMPULSORY TABLE) AND ALSO ATTACH PROOF OF PROJECTS LISTED ON THE ABOVE TABLE (FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE)

Signature..... Date

Name..... Position.....

Tenderer.....

CURRENT TENDERER'S PROJECTS

The following is a statement of similar works that are currently underway:

INSTITUTION NAME	RELEVANT PROJECT NAME	CONTACT PERSON	LAND LINE CONTACT NO.	CELL CONTACT NO.	PROJECT START & DURATION

NB: COMPLETE THE TABLE ABOVE ON COMPANY EXPERIENCE (COMPULSORY TABLE) AND ALSO ATTACH PROOF OF PROJECTS LISTED ON THE ABOVE TABLE (FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE)

Signature..... Date

Name..... Position.....

Tenderer.....

FORM L: CONSTRUCTION INDUSTRY DEVELOPMENT BOARD REGISTRATION

It is a compulsory requirement that the Municipality only appoint bidder with a suitable and active CIDB registration for construction projects. The requirement for this project is 2 ME (Mechanical Engineering – Air conditioning and mechanical ventilation) or higher and the bidder must attach proof of registration.

Unfortunately, the Municipality don't have the capacity to appoint bidder Emerging into 2ME and bidders must already be registered for 2ME or 2EB

Bidder will not be considered if:

1. They are not registered with CIDB
2. They are not registered for the correct category
3. They are not registered for the correct minimum level of 2
4. The profile/registration is not active (this will be verified online during evaluation)
5. The bidder fails to attach proof.

CIDB registration no:

Category:

Signature..... Date

Name..... Position.....

Tenderer.....

FORM M: FORM OF OFFER AND ACCEPTANCE

OFFER

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

SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF AIR CONDITIONERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS (RE-ADVERT)

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

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

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS
(CONTRACT PRICE)**

.....
..... (in words)

R..... as a figure

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

Signature(s)

Name(s)

Capacity

Tenderer

Address

Date

As witness:

Name Signature

Name Signature

Acceptance

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

Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Agreements and contract data, (which includes this agreement)
- Pricing data
- Scope of work

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s)

Name(s)

Capacity

for the Employer

(Name and address or organization)

Witnesses:

1. Full Names: Signature:

2. Full Names: Signature:

Schedule of Deviations

Item	Deviation Details

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

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

For the Contractor:

Signature(s)

Name(s)

Capacity

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

Name and
signature of
witness

Date:

For the Employer:

Signature(s)

Name(s)

Capacity

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

Name and
signature of
witness Date:

EPHRAIM MOGALE LOCAL MUNICIPALITY**FORM N: PRICING SCHEDULE****SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF AIR CONDITIONERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS (RE-ADVERT)**

PLEASE NOTE THAT THE TENDER IS BASED ON RATES ONLY

NB: Please note that the quantities and types below may vary as time goes on as old units can be replaced with new units and completely new units will be installed as new buildings and offices will be added.

SCHEDULE 1**LABOUR & TRAVEL RATES SCHEDULE**

Item	Description	Unit	Qty	Rate
1.	Labour			
1.1	Artisan	Hr	1	
1.2	General worker	Hr	1	
2.	Labour Overtime			
	Saturday			
2.1	Artisan	Hr	1	
2.2	General worker	Hr	1	
3.	Labour Overtime			
	Sunday			
3.1	Artisan	Hr	1	
3.2	General worker	Hr	1	
4.	Traveling			
	LDV up to 1 ton pay load	Km	1	
	Other	Km	1	
	Amount to be carried forward to Summary Page		Total	

SCHEDULE 2

SERVICE SCHEDULE

Refer to the QUANTITIES SCHEDULE at the end of the pricing schedule for quantities

Item	Description	Unit	Qty	Rate
	Routine cost for Servicing the Split Air codifiers (12 000BTU – 36 0000 BTU)			
1.	SERVICE QUARTERLY			
1.1	Split Type Air Conditioner	No	1	
1.8	Window Wall Air Conditioner	No	1	
1.10	Roof top split package unit	No	1	
	Amount to be carried forward to Summary Page		TOTAL	

SCHEDULE 3

NEW MATERIAL AND EQUIPMENTS

Item	Description	Unit	Qty	Rate
1.	Replace A/C Compressors			
1.1	8000 Btu	No	1	
1.2	12000 Btu	No	1	
1.3	36000 Btu	No	1	
1.4	36000 Btu	No	1	
2.	Replace Copper Tubing Soft Drawn			
2.1	1/8"	m	1	
2.2	3/16"	m	1	
2.3	1/4"	m	1	
2.4	5/16"	m	1	
2.5	3/8"	m	1	
2.6	1/2"	m	1	
2.7	5/8"	m	1	
2.8	3/4"	m	1	
3.	Silver solder per Joint			

3.1	1/8"	Unit	1	
3.2	3/16"	Unit	1	
3.3	1/4"	Unit	1	
3.4	5/16"	Unit	1	
3.5	3/8"	Unit	1	
3.6	1/2"	Unit	1	
3.7	5/8"	Unit	1	
3.8	3/4"	Unit	1	
4.	Chemical Clean of Coils			
4.1	Narcoil	Liter	1	
5.	Clean Drain Pipe and Remove Obstacles			
5.1	Split Type Air Conditioner	Unit	1	
5.2	Roof top split package unit	Unit	1	
6.	Electrical			
6.1	Replace Contactors			
6.1.1	10 Amp 220 V	Unit	1	
6.1.2	15 Amp 220 V	Unit	1	
6.1.3	25 Amp 220 V	Unit	1	
6.1.4	32 Amp 220 V	Unit	1	
6.1.5	40 Amp 220 V	Unit	1	
6.2	Replace Contactors 380 Volt			
6.2.1	15 Amp 380 V	No	1	
6.2.2	25 Amp 380 V	No	1	
6.2.3	32 Amp 380 V	No	1	
6.3	Wiring			
6.3.1	Panel Wire 1mm	m	1	
6.3.2	7-Core Cabtyre 1.5mm	m	1	
6.3.3	3-Core Surfex 1.5mm	m	1	
7.	Armoflex			
7.1	Armoflex 1/2"	m	1	
7.2	Armoflex 3/4"	m	1	
7.3	Armoflex 1 3/4"	m	1	

8.	Controls			
8.1	Replace PC board with Eberley Controller c/w Wiring & Contactor	Unit	1	
8.2	Capacitor 8000–12000 Btu Compressor	Unit	1	
8.3	Capacitor 18000–36000 Btu Compressor			
8.4	Ø 300 Fan Assembly 1-Phase	No	1	
8.5	Ø 350 Fan Assembly 1-Phase	No	1	
8.6	Ø 400 Fan Assembly 1-Phase	No	1	
8.7	Ø 500 Fan Assembly 3-Phase	No	1	
9.	Replace Air Filters			
9.1	Split Type Air Conditioner	No	1	
9.2	Window Wall Air Conditioner	No	1	
9.3	Roof top split package unit	No	1	
10.	Gas Recharge			
10.1	Split Type Air Conditioner	No	1	
10.2	Window Wall Air Conditioner	No	1	
10.3	Roof top split package unit	No	1	
10.4	Municipal fridge(s)	No	1	
11.	Replace Change Over Valve (4-Way Valve) on Heat pump Air Conditioner			
11.1	Split Type Air Conditioner	No	1	
11.5	Roof Top Type Air Split Conditioner	No	1	
	Amount to be carried forward to Summary Page		Total	

SCHEDULE 4**NEW AIR CONDITIONING SCHEDULE**

NB (All new units to be of the inverter type for energy saving)

Item	Description	Unit	Qty	Rate
1.	High Wall Split Heating & Cooling			
1.1	2.66 kW Cooling 3.1 kW Heating	No	1	
1.2	3.5 kW Cooling 3.8 kW Heating	No	1	
1.3	4.67 kW Cooling 4.9 kW Heating	No	1	
1.4	6.4 kW Cooling 6.7 kW Heating	No	1	
1.5	8.7 kW Cooling 9 kW Heating	No	1	
	Amount to be carried forward to summary page		Total	R

SUMMARY OF SCHEDULE OF PRICES (RATES ONLY)

Schedule No	Schedule	Amount
1	Labour and travelling	R
2	Service Schedule (amount for 4 quarters)	R
3	Material Schedule	R
4	New Air Conditioning Schedule	R
Sub Total		R
Add 15% VAT		R
TOTAL TENDER SUM CARRIED TO FORM OF TENDER		R

EPHRAIM MOGALE LOCAL MUNICIPALITY



FORM O: SCOPE OF WORK

SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF AIR CONDITIONERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS (RE-ADVERT)

Ephraim Mogale Local Municipality hereby invites quotations from suitable qualified and interested service providers who meet the required minimum specifications for the project on the Supply, Delivery, Installation and Maintenance of Air Conditioners for a period of 36 months. The Municipality is looking at appointing 2 service providers on average rates.

This tender covers the general and detailed repair and maintenance of air conditioning equipment. The Contractor to allow for all labour, traveling, consumables and associated services to execute the services. Services would be done as and when required.

STANDARD SPECIFICATIONS

1. General Standard Specifications, Regulations and Codes

The latest edition, including all amendments up to date of tender of the following. Specifications, publications and codes of practice shall be read in conjunction with this specification and shall deem to form part thereof.

2. SANS and other specifications and codes

SANS 0400	-	The applications of the building regulations
SANS 0142	-	Code of practice for the wiring of premises
SANS 0140	-	Identification colour marking
SANS 044	-	Parts I to IV: Welding
SANS 460	-	Copper tubes for domestic plumbing
SANS 0103	-	The measurement and rating of environmental noise with respect to annoyance and speech communications
CKS 332	-	Specifications for industrial V-belts
45		Atmosphere Pollution Prevention Act, No 45 of 1965
BS 2790		
BS 1740		
BS 21		
BS 1640		
SANS 0147 and 1992	-	Refrigeration systems including plants associated with Air Condition Systems
SANS 0139 and 1981	-	The prevention, automatic detection and extinguishing of fire in buildings

2.3 Occupational Health and Safety Act

All regulations and statutory requirements as prescribed in the latest edition of the Occupational Health and Safety Act. 1993 (Act No 85 of 1993) shall be adhered to.

2.4 Manufacturer's Specification, Codes of and Practice and Installation Instructions

All equipment and materials shall be installed, serviced and repaired strictly in accordance with the manufacturers' specifications, instructions and codes of practice.

2.5 Municipal regulations, laws and by-laws

All municipal regulations, laws, by-laws and special requirements of the Local Authority shall be adhered to unless otherwise specified.

3. GENERAL REPAIR AND INSTALLATIONS REQUIREMENTS

- a. All materials and equipment supplied and installed shall be of new high quality, Designed and manufactured to the relevant specifications, suitable for providing efficient, reliable and trouble-free service.
- b. All work shall be executed in a first-class workman-like manner by qualified tradesmen.
- c. All equipment, component parts, fittings and materials supplied and/or installed, shall conform in respect of quality, manufacture, test and performance to the requirements of the applicable current SABS specifications and codes, except where otherwise specified or approved by the Engineer in writing.
- d. All materials and workmanship which, in the opinion of the Engineer, is inferior to that specified for the work will be condemned. All condemned material and workmanship shall be replaced or rectified as directed and approved by the Engineer at the cost of the Contractor.
- e. The Contractor shall submit a detailed list of the equipment and material to be used to the Engineer for approval before placing orders or commencing installation.
- f. All new equipment, materials and systems shall be installed and positioned such as to not impede on access routes, entrances and other services. The Contractor shall co-ordinate these items taking other services and equipment into account.
- g. All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.
- h. The Contractor shall make sure that all safety regulations and measures are applied and enforced during the repair and construction periods to ensure the safety of the public and User Client.

4. GUARANTEE OF INSTALLATION AND EQUIPMENT

The Contractor shall provide guarantees obtained from the manufacturer(s) and/or supplier(s) to the effect that each piece of new equipment supplied and installed under the repair work, complies with the required performance and will function as part of the complete system.

All new equipment, including new installations, and the systems as a whole, shall be guaranteed for a period of 12 (twelve) months commencing upon date of issue of certificate of completion for repair work of the installation.

5. ELECTRICAL REPAIRS

NO Contractor will be allowed to carry out any electrical work on site unless by a suitable qualified and registered electrician.

6. REFRIGERATION REPAIRS

NO Contractor will be allowed to replace any part of an Air Conditioning/Refrigerant plant unless by a suitable qualified Air Conditioning Technician.

7. ROUTINE SERVICE

The following is works that is to be executed every quarterly service.

- 7.1. Check and adjust thermostat.
- 7.2. Check the condenser coil to determine if it need cleaning.
- 7.3. Check all wiring and connections to controls and electrical connections.
- 7.4. Check blower belt wear, tension and adjust.
- 7.5. Check voltage and amperage draw an all-motor w/meter.
- 7.6. Check compressor contractor and overload settings.
- 7.7. Visually inspect compressor and check amp draw
- 7.8. Check start capacitor and potential relay.
- 7.9. Check pressure switch cut out setting.
- 7.10. Replace air filter or clean reusable type filter. Including grille and diffusers
- 7.11. Install gauges and check operating pressures.
- 7.12. Check refrigerant (Freon)level and adjust if adjustment necessary.
- 7.13. Check expansion valve and coil temperatures.
- 7.14. Check evaporators coil and advise if dirty or if it need cleaning.
- 7.15. Check gas level and refill if required.
- 7.16. Check fan blades.
- 7.17. Check all mountings and anti-vibration mountings.
- 7.18. Check remote operations and replace battery if required.
- 7.19. Submit a written report on the Serviced unit.
- 7.20. Clean drainpipes and remove obstacle.

8. EXISTING INFRASTRUCTURE

The Municipal buildings are normal brick and mortar and **one building structure is a double storey with approximately 30 air conditioners Unit. The service provider will be expected to supply his/her own equipment's to access the air conditioners that are on top of the roof of the double storey building.** Note that most of the air conditioners in our Municipality are 12 000 Btu and the approximate existing total number of air conditioners at the Municipality is approximately **140**.

9. CONDITIONS

1. Supplies will be issued with a purchase order as and when required.
2. Bidders are required to indicate the delivery period. The successful bidder shall commence with the assignment within 5 days after receipt of the purchase order.
3. If the successful (preferred) bidder cannot or does not deliver the material within the delivery period as indicated, the bidder must inform the Municipality in writing of delays in delivery.
4. Should the bidder failed to inform the Municipality and the material is not delivered within the delivery period, the order will be cancelled, and the Municipality will automatically source the material from the alternative bidder.
5. All prices must be valid for a period starting on the date of the Signing of the SLA
6. Only one service provider will be appointed for the 36 months contract duration.

10. Escalation:

The bidder's price shall be fixed for the first year (12 months) and a % linked to prime will be applied in the following second (2) years and the (3) third year.

Acceptance of the price increases are subject to the approval of the Municipal Manager or her delegate after satisfying himself that these increases are in line with the industry norm and standard.

11. NEW INSTALLATION

All new air conditioners should carry a **6 months** warranty and the specification is as follows

Model						
Power supply		Ph-V-Hz	220-360V-50Hz,1Ph	220-360V-50Hz,1Ph	220-360V-50Hz,1Ph	220-360V-50Hz,1Ph
	capacity	Btu/h	9000	12000	18000	36000
Cooling	Input	W	821	1400	2100	2190
	Rated current	A	3.60	6.10	9.10	10.20
	EER	W/W	3.21	2.51	2.51	3.21
	capacity	Btu/h	9000	12000	18000	36000
	Input	W	795	1130	1750	2337
Heating	Rated current	A	3.50	5.0	7.6	10.1
	COP	W/W	3.32	3.11	3.01	3.01
		W	1800	2150	2950	3000
Max.current		A	8.0	9.50	13.0	13.50
	Model		ASK89D53UEZ	ASN98D22UEZ	ASM135D23UEZ	ATF235D22UMT
	Type		ROTARY	ROTARY	ROTARY	ROTARY
	Brand		GMCC	GMCC	GMCC	GMCC
Compressor	capacity	Btu/h	9010	9878	13836	36345
	Input	W	671	742	1035	1970
	Rated current	A	2.2	5.3	7.32	6.95
	Refrigement	ml	SUNISO 4GSD/NM56EP 280ml	Ester Oil VG7474 370ml	ESTER OIL VG74/450	POE(VG74)/670
	Model		YKFG-13-4-38	YKFG-13-4-38	YKFG-25-4-6	YKFG-45-4-22
Indoor fan motor	input	uf	40	40	55	77
	capacity	r/min	1200/950/800	1200/950/800	1180/1000/850	1200/1000/850
	Speed		2	2	2	2
	a.Number of rows	mm	19.5x11.6	19.5x11.6	21x13.37	21x13.37
	b.Tube Pinch	mm	12	12	12	12
	c.Fin spacing		Hydrophilic aluminium	Hydrophilic aluminium	Hydrophilic aluminium	Hydrophilic aluminium
Indoor coil	d. fin type(code)	mm	5 innergroove tube	5 innergroove tube	5 innergroove tube	5 innergroove tube
	e.Tube outside dia and type	mm	510x253.5x23.2	510x253.5x23.2	750x294x26.74	750x294x26.74
	f. Coil l x h x w		3	4	3	4
	g.Number of circuit	m3/h	458/370/299	559/454/366	721/566/458	970/780/590
Max.input consumption		Db(A)	42.3/37.0/33.2	41.5/37.1/32.7	45.7/41.3/37.1	45/36/31.5
Max current		mm	715.x194x285	805x194x285	957x213x302	1040x220x327
Indoor unit	Net/Gross weight	mm	6.9/9.0	7.4/9.6	10.0/13.0	13

	Model		YKT-32-6-203L	YKT-32-6-203L	YKT-48-6-206	YKT-75-6-200
	input	W	72.5/67	72.5/67	91.8/79.2	144.0
Outdoor fan motor	Capacitor	uf	2	2	3	3
	speed	r/min	850/770	850/770	890/830	850/700
	a.Number of rows		1	1	2	2
	b.Tube Pinch	mm	21x13.37	21x13.37	21x13.37	19.5x11.6
	c.Fin spacing	mm	1.2	1.2	1.2	1.2
indoor coil	d. fin type(code)		Hydrophilic aluminium	Hydrophilic aluminium	Hydrophilic aluminium	Hydrophilic aluminium
	e.Tube outside dia and type	mm	7 innergroove tube	7 innergroove tube	7 innergroove tube	7 innergroove tube
	f. Coil l x h x w	mm	685x504x13.37	680x504x13.37	755x504x26.74	768x663x23.2
	g.Number of circuit		2	2	4	4
		DB(A)	55.8	58.3	57.3	57.0
	Dimension (W*D*H)	mm	700x270x550	700x270x550	700x300x555	845x363x702
Outdoor unit	Packing (W*D*H)	mm	815x325x615	815x325x615	900x345x585	965x395x755
	Net/Gross weight	Kg	23.1/25.4	36.1/25.3	33.3/35.7	47.1/50.5
refrigerant type		g	R401/620g	R401/700g	R401/1250g	R401/1130g
Design pressure		mPa	4.2/1.5	4.2/1.5	4.2/1.5	4.2/1.5
	Liquid side /Gas side	mm(inch)	6.35/9.52(1/4*/3/8*)	6.35/9.52(1/4*/3/8*)	6.35/12.7(1/4*/1/2*)	6.35/15.9(3/8*/5/8*)
refrigerant piping	Max refrigerant pipe length	m	25	25	30	50
	Max difference in level	m	10	10	20	25
Connection wiring			4X1.5(Optional)	4X1.5(Optional)	4X1.5(Optional)	4X1.5(Optional)
Plug type			3x1.5/VDE	3x1.5/VDE	3X1.5	0
Thermostat type			Remote control	Remote control	Remote control	Remote control
Operation temperature		C	17-30	17-30	17-30	17-30
Room Temperature	indoor(cooling/heating)	C	17-32/0-30	17-32/0-30	17-32/0-30	17-32/---
	Outdoor(cooling/heating)	C	18-43/-7-36	18-43/-7-36	18-43/-7-36	0-50/---
Application area(cooling standard)		m2	12.0-18	16-23	36-35	32-47
Qty per 20' /40'HQ			118/250/285	115/360/270	92/200/236	66/140/154

END OF DOCUMENT