



NEWCASTLE MUNICIPALITY

TECHNICAL SERVICES – CIVIL SERVICES

BID NO.: A004 - 2025/26

APPOINTMENT OF A PANEL OF CONTRACTORS TO REPAIR AND MAINTAIN HEATING, VENTILATION & AIR CONDITIONING SYSTEMS (HVAC) ON VARIOUS MUNICIPAL BUILDINGS: SMALL PLANTS FOR A PERIOD OF 3 YEARS “ON AS AND WHEN REQUIRED BASIS”

SUBMISSION OF BID DOCUMENT DEADLINE

Date: Wednesday, 26 August 2026

Time: 12h00

Venue: Municipal Civic Centre Offices (Rates Hall)
Tower Block Building, 37 Murchison Street, 1st Floor
Newcastle, 2940

Name of Bidder/ Company			
CSD No		CIDB CRS NO	
SARS TCS Pin (Tenders)		CIDB Grading	1ME or Higher
Physical Address			
Contact Person(s)			
Phone Number(s)			
E-Mail Address			

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CHECK-LIST FOR TENDER SUBMISSION

The Tenderer is to indicate in the check-boxes provided that they have completed the required section of the tender document. Completion of this check-list will assist the Tenderer in ensuring that they have attended to all the required items for submission with this tender. **Additionally, it is an absolute requirement that tenderers comply with National Treasury's CSD registration as well as SARS tax compliance requirements**

Ref	Description	Completed		For office use		
		Yes	No	Yes	No	Comments
Cover	Name of tenderer					
	Contact person					
	Telephone/Fax number					
	CIDB CRS Number					
	CIDB Grading					
T2.1	T2.2.2 Complete the Certificate of Authority					
	Submit Valid SARS Tax Compliance status Pin for Tenders					
	Confirm Proof of CSD Registration - submission of MAAA----- No					
	Proof of registration with professional bodies					
	Consortium / JV agreement with all signatories and breakdown of each members contribution / role					
	Consortium / JV / Tenderer banking details					
T2.2.4	Complete and sign MBD 6.1 – Preference Points claim form					
T2.2.4	Complete and sign MBD 4 - Declaration of Interest					
T2.2.4	Complete and sign MBD 8 - past SCM Practices Form					
	Complete & sign MBD 5 (Declaration for Procurement above R10m)*					
	Confirmation that you have no municipal commitments overdue for more than 90 days**					
	Annual Financial statements for past 3 years (AFS) *					
T2.2.4	Complete and sign MBD 9- Certificate of Independent bid Determination					
	OHS specification: Draft Site specific occupational health & safety plan					
C.1.1	Complete the Form of Offer and Do not sign the Form of Acceptance					
	Sign the Form of Offer with 2 witnesses. Do not sign the Form of Acceptance					
Qualifications	Is your tender subject to any qualifications? If Yes, reference to such qualification/s must be indicated below:----- -----					

*For tenders with estimated total value exceeding R10m (VAT included)

Signature: _____ Date: _____

NEWCASTLE MUNICIPALITY



BID NO: A004-2025/26

**APPOINTMENT OF PANEL OF CONTRACTORS TO REPAIR
AND MAINTAIN HEATING, VENTILATION & AIR
CONDITIONING SYSTEMS ON VARIOUS MUNICIPAL
BUILDINGS: SMALL PLANTS FOR A PERIOD OF 3 YEARS "ON
AS AND WHEN REQUIRED BASIS"**

**CIDB GRADE: 1ME OR HIGHER
VOLUME 1**

TENDER AND CONTRACT

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		T1.2	Tender Data	Pink	12
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		T2.2	List of Returnable Documents	Yellow	75
	Contract	Part 1: Agreement and Contract Data		Yellow	96
		C1.1	Form of Offer and Acceptance	Yellow	98
		C1.2	Contract Data	Yellow	102
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NEWCASTLE MUNICIPALITY



VOLUME 1

PART 1: TENDERING PROCEDURES

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T1.1. TENDER NOTICE AND INVITATION TO TENDER



BID NO: A004 - 2025/26

APPOINTMENT OF A PANEL OF CONTRACTORS TO REPAIR AND MAINTAIN HEATING, VENTILATION & AIR CONDITIONING SYSTEMS (HVAC) ON VARIOUS MUNICIPAL BUILDINGS: SMALL PLANTS FOR A PERIOD OF 3 YEARS "ON AS AND WHEN REQUIRED BASIS"

The Newcastle Municipality hereby invites tenders from interested contractors for the above mentioned project on an as and when required basis.

It is estimated that contractors must have a CIDB contractor grading designation of **1ME or higher**.

Tender documents are obtainable as from 6 July 2026, at the Office of the Strategic Executive Director: Budget and Treasury Office, Municipal Civic Centre: Tower Block – Office B218 2nd Floor, 37 Murchison Street, Newcastle, 2940 during office hours between 08h00 to 15h00 upon a payment of a non-refundable document fee of R 300.00. Alternatively the document may be downloaded free of charge from the National Treasury website (www.etenders.gov.za).

Banking Details – Banking Details – Newcastle Local Municipality, ABSA – account no.: 4110354947, Branch code: 632 005 (the proof of payment must reflect the bid number and bidder's name as reference).

Procurement enquiries: Mr S Vilakazi

Telephone no.: 034 328 7818

Technical enquiries: Mr T.H. Ndlovu

Telephone no.: 034 328 7914

Multiple service providers would be appointed to a panel arrangement, therefore below indicated preferential scoring system will only be applicable when sourcing quotations from the existing panel of service providers and thereon the acceptable/successful bidder will be required to conclude a fixed price contract or rate-based/time-based contract or percentage contract or once-off purchase agreement.

Quotations will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations where the 80/20 point preferential point scoring system will be applicable. Preference points will be awarded to service providers based on Reconstruction and Development Programme - Government Gazette: 16085 (1994) initiatives.

The validity period on showing an interest to be shortlisted on the panel, must be for a period of one hundred and twenty (120) days from bid closing date. The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed tender documents complying with the conditions of bid must be sealed and endorsed **"Bid no.: A004 - 2025/26 Appointment of a Panel of Contractors to Repair and Maintain Heating, Ventilation & Air Conditioning System (HVAC) on Various Municipal**

Buildings: Small Plants for a period of 3 years “On as and when required basis” bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Newcastle Municipality – Municipal Civic Offices (Rates Hall), 37 Murchison Street, 1st floor, Newcastle by no later than **12:00 on Wednesday, 26 August 2026 where bids will be opened in public.**

Late quotations or tenders received by way of facsimile or e-Mail will under no circumstances be considered.

Functional Evaluation

Only bids that comply with all administrative requirements (Acceptable Bids) will be considered during the functionality evaluation phase and the allocation of points will be based on functional criteria as indicated in the Terms of Reference.

Minimum functional requirement score: Service providers that score at least the minimum of **70%** on functionality will be evaluated further into the next stage.

Minimum Local Content Requirements

Only locally produced goods, services or works or locally manufactured goods with a stipulated minimum threshold for local production and content may be considered.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Document.

Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto www.csd.gov.za

**Mr. Z. Mcineka
Municipal Manager
Newcastle Municipality
Municipal Civic Centre
37 Murchison Street
Private Bag X6621
Newcastle
2940**

MBD1: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MUNICIPALITY

Bid Number	A004 - 2025/26	Closing Date	26 August 2026	Closing Time	12h00
Description	Panel of Contractors to Repair and Maintain Heating, Ventilation & Air Conditioning Systems (HVAC) on Various Municipal Buildings: Small Plants for a period of 3 years "On as and when required basis"				

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BOX SITUATED AT

**FIRST (1st) FLOOR OF THE NEWCASTLE MUNICIPALITY
MUNICIPAL CIVIC CENTRE OFFICES (RATES HALL)
37 MURCHISON STREET. NEWCASTLE, 2940**

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:	
Preferential point scoring system: (80/20) or (90/10)	Price = 80 / 90	Preferent points = 20 / 10			Total = 100

Specific Contract Participation Goals	20	10	Tick for claim
Black people (Equity HDI's)	8	4	
Black people with disability/youth	4	2	
Black people who are women	4	2	
Locality (within Amajuba district)	4	2	
TOTAL HDI SCORE	20	10	
POINTS WILL BE ALLOCATED AS PER INFORMATION ON THE ATTACHED CSD REPORT			

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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IN LINE WITH SECTION T2.1.2 (CERTIFICATE OF AUTHORITY) OF THE BID DOCUMENT. THE DULY AUTHORISE MEMBER(S) OF THE BIDDING ENTITY MUST APPEND HIS/HER/THEIR SIGNATURE ON THE BELOW AS A CONFIRMATION OF INTEREST (TO BE LISTED ON THE PANEL).N.B.: FAILURE TO SIGN THIS DOCUMENT WILL RENDER YOUR BID NON - RESPONSIVE

Signature of Bidder		Date:	
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Capacity under which this bid is signed:

ENQUIRIES MAY BE DIRECTED TO:

Bidding Procedure Enquiries		Technical enquiries
Contact person	Mrs D Marais or Mr S. Vilakazi	Mr T. H Ndlovu
Telephone number	034 328 7769 / 7818	034 328 7914
E-mail address	Dalene.Marais@newcastle.gov.za Sabelo.Vilakazi@newcastle.gov.za	Thulani.Ndlovu@newcastle.gov.za

PART B
Terms and Conditions for Bidding

1. BID SUBMISSION:

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2. **All bids must be submitted on the official forms provided–(not to be re-typed) or online**
- 1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the **website www.sars.gov.za**.
- 2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. Is the entity a resident of the Republic of South Africa (RSA)? ☐ Yes ☐ No
- 3.2. Does the entity have a branch in the RSA? ☐ Yes ☐ No
- 3.3. Does the entity have a permanent establishment in the RSA? ☐ Yes ☐ No
- 3.4. Does the entity have any source of income in the RSA? ☐ Yes ☐ No
- 3.5. Is the entity liable in the RSA for any form of taxation? ☐ Yes ☐ No

If the answer is “no” to all of the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

**NB: Failure to provide any of the above particulars may render the bid invalid.
No bids will be considered from persons in the service of the state.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T1.1 TENDER DATA

Tender data is covered in two sections, namely:

T1.2.1 refers to the Standard Conditions of Tender while T.1.2.2 : Variation to Standard Conditions of Tender and T1.2.3 sets out Additional Conditions of Tender.

Standard Conditions of Tender

The conditions of bid are the **Standard Conditions of Tender** as contained in Annex C of the CIDB Standard for Uniformity for construction Procurement, Board Notice 423 of 2019 in Government Gazette No 42622 of 08 August 2019. (see www.cidb.org.za). Annexure C of that notice are reproduced without amendment or alteration for the convenience of tenderers.

Clause number	Data
C.1.1 ACTIONS	<i>Add the following:</i> The Employer is NEWCASTLE MUNICIPALITY, represented by SED: Technical Services
C.1.2 TENDER DOCUMENTS	The bid documents issued by the Employer comprise: The Tender Part T1: Tendering Procedures T1.1 Tender Notice And Invitation To Tender T1.2 Tender Data Part T2: Returnable Documents T2.1 List Of Returnable Documents T2.2 Returnable Schedules The Contract Part C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Tenderer's Direct Participation of Targeted Labour C1.4 Tenderer's Direct Participation of Targeted Enterprises C1.5 Performance Guarantee C1.6 Adjudication C1.7 Occupational Health And Safety Agreement Part C2: Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities Part C3: Scope of Work C3 Scope of work Part C4: Site Information C4 Site Information
C1.4 COMMUNICATION & EMPLOYERS AGENT	<i>Add the following:</i> Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the

	Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.
C.2 TENDERER'S OBLIGATIONS C.2.1 ELIGIBILITY	<i>Add the following after C.2.1:</i> Only those tenderers who satisfy the following criteria are eligible to submit tenders: A. Construction Industry Development Board (CIDB) Registration Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, 1ME or higher class of construction work, are eligible to have their tenders evaluated. B. Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the Not Applicable 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4EP class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations. C. Trade-Test Certificate as an Electrician OR Trade Certificate in Airconditioning and Refrigeration A valid proof of qualification (certified copies) must be submitted D. Adherence to Tender Evaluation & Adjudication Requirement That is administrative compliance and functionality requirements which are in line with the scope of works Tenderers are to note that work will be allocated as per the CIDB grading requirements. Therefore, no tenderer will be allocated work that is more than the tenderer's current CIDB grading.
C.2.7 CLARIFICATION MEETING	<i>Add the following:</i> The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender.
C.2.12 ALTERNATIVE TENDER OFFERS	<i>Add the following after C.2.12.2:</i> a) If a tenderer wishes to submit an alternative offer, he shall do so as a separate complete offer on a separate complete set of tender

	documents clearly marked as an "Alternative Tender" in order to distinguish it from the unqualified tender. The only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer. b) Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. c) Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, if the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. d) The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Tenderers are required to indicate alternative tender offers in Schedule A11: Alterations / Amendments By Tenderer in T2.2 Returnable Schedules.
C.2.13 SUBMITTING A TENDER OFFER	<i>(a) Add the following at the end of C.2.13.3:</i> Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies. <i>(b) Add the following after the first sentence of C.2.13.5:</i> The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. <i>(c) Add the following after the first sentence of C.2.13.5:</i> 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: Newcastle Municipality Offices, : 1st Floor Tower Block Building Physical address: 37 Murchison Street, Newcastle Identification details: Tender no.: A004 – 2025/26 Sealed tenders with the Tenderer's name and address and the endorsement "Tender no.: A004 of 2025/26 - Appointment of Contractors to

	Repair and Maintain Heating, Ventilation & Air Conditioning Systems (HVAC) on Various Municipal Buildings: Small Plants for a period of 3 years "On as and when required basis" on the envelope, must be placed in the appropriate official tender box at the abovementioned address. A. Add the following after C.2.13.6: A two-envelope procedure as described in C.3.5 will not be followed.
C.2.15 CLOSING TIME	Add the following: The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.16 TENDER OFFER VALIDITY	Add the following: The tender offer validity period is 120 days.
C.2.17 CLARIFICATION OF TENDER AFTER SUBMISSION	Add the following: A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, or confirmation of registration with CIDB within the time for submission stated in the employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.
C.2.23 CERTIFICATES	Add the following: The tenderer is required to submit the following certificates with the tender: a) Certificate of Contractor Registration (CIDB) Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. (Document B1 in Part T2). b) Tax Compliant Status Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form REGISTRATION SUMMARY REPORT BY CENTRAL SUPPLIER DATABASE FOR THE SOUTH AFRICAN GOVERNMENT. Tax Compliance Status will be verified and is compulsory. Each party to a Consortium/Joint Venture shall submit a separate Tax Compliant Status c) Trade- test Certificate Where applicable, a certificate of compliance issued by the relevant Council.

	d) Tenders exceeding R10 million (Not Applicable) Where the tendered amount inclusive of VAT exceeds R10 million: i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing; ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract; iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.
C.3.4 OPENING OF TENDER SUBMISSIONS	<i>Add the following:</i> The time and location for opening of the tender offers is: Time : as per tender advert Location : 1st Floor, Newcastle Municipality Offices, 37 Murchison Street, Newcastle Tenders will be opened immediately after the closing time for tenders at 12:00.
C.3.5 TWO ENVELOPE SYSTEM	<i>Add the following:</i> A two-envelope procedure will not be followed.
C.3.8 TEST FOR RESPONSIVENESS	<i>Add the following after C.3.8.2:</i> Tenders will be considered non-responsive if: • the tender is not in compliance with the Scope of Work; • the tenderer has not completed and/or signed the Offer portion of C1.1 Form of Offer and Acceptance. • the tenderer does not comply with the Contractor's CIDB grading designation specified in C.2.1.1 above. • the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request. • The tenderer has failed to tender a Contract Participation Goal in respect of Targeted Labour (CPG₂) of at least the minimum percentage specified (if so specified).

C.3.11 EVALUATION OF TENDER OFFERS C.3.11.1 GENERAL	Add the following: The procedure for the evaluation of responsive tenders is Method 2 where the total number of adjudication points achieved, $T_{EV} = N_{FO} + N_P + N_Q$, where: • N_{FO} is the number of tender evaluation points awarded for the financial offer. • N_P is the number of tender evaluation points awarded for preference. • N_Q is the number of tender evaluation points awarded for quality.																																							
C.3.11.2 SCORING FINANCIAL OFFERS	Add the following new sub Clause: The financial offer will be scored using Formula 2 (Option 1) The value of W1 is: 90 where the financial value, inclusive of VAT, of the lowest responsive tender offer received has a value in excess of R50 000 000.00; or 80 where the financial value, inclusive of VAT, of the lowest responsive tender offer has a value that equals or is less than R50 000 000.00.																																							
C.3.11.3 SCORING PREFERENCES	Add the following new sub clause: Points will be awarded to tenderers who complete, as relevant, and include in their tender submissions, the following duly completed Preference Schedules/Forms which are included in T2.2 Returnable Documents of the tender document as follows: Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarised in the table below: <table><tr><th colspan="2"></th><th>POINTS</th></tr><tr><td colspan="2">1. Price</td><td>80</td></tr><tr><td colspan="2">2. Specific Contract Participation Goals</td><td>20</td></tr><tr><td colspan="2">2.1 Historically Disadvantaged Individuals</td><td>16</td></tr><tr><td>2.1.1 Who had no franchise in national elections before the 1983 and 1993 Constitution</td><td>8</td><td></td></tr><tr><td>2.1.2 Who is female</td><td>4</td><td></td></tr><tr><td>2.1.3 Who has a disability</td><td>2</td><td></td></tr><tr><td>2.1.4 Who's youth</td><td>2</td><td></td></tr><tr><td colspan="2">2.2 Other Specific goals (Local Economic Development goals of the RDP)</td><td>4</td></tr><tr><td>2.2.1 Business operations within Amajuba District</td><td>4</td><td></td></tr><tr><td>2.2.2 Business Operations within KwaZulu-Natal Province</td><td>2</td><td></td></tr><tr><td>2.2.3 Business operations within South Africa</td><td>0</td><td></td></tr><tr><td colspan="2">Total points for Price and HDI principles must not exceed</td><td>100</td></tr></table>			POINTS	1. Price		80	2. Specific Contract Participation Goals		20	2.1 Historically Disadvantaged Individuals		16	2.1.1 Who had no franchise in national elections before the 1983 and 1993 Constitution	8		2.1.2 Who is female	4		2.1.3 Who has a disability	2		2.1.4 Who's youth	2		2.2 Other Specific goals (Local Economic Development goals of the RDP)		4	2.2.1 Business operations within Amajuba District	4		2.2.2 Business Operations within KwaZulu-Natal Province	2		2.2.3 Business operations within South Africa	0		Total points for Price and HDI principles must not exceed		100
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C.3.11.4 OBJECTIVE CRITERIA	Add the following new sub clause: The Municipality reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks																																							

	after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the below mentioned risks. In terms of Preferential Procurement Regulation 11 and section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria: • The risk of fruitless and wasteful expenditure to Newcastle Local Municipality; • The risk of Irregular expenditure to Newcastle Local Municipality; • The risk of poor project and contract management on existing project with Newcastle Local Municipality; • The risk of an abnormally low bid; and • The risk of a material irregularity.
C.3.11.5 SCORING QUALITY	Add the following new sub clause: Score quality in each of the categories in accordance with the tender data and calculate the total score for quality as detailed in the table below: QUALITY SCORING CRITERIA Tenderers are to submit information in respect of the following criteria upon which they will be scored for Quality. Failure to submit the relevant information will result in zero scores. Information not already catered for under other Returnable Schedules is to be inserted under Section B3 "Additional Functionality Documents". Tenderers are required to meet a minimum Quality Score of 70 percent based on the criteria listed below. A score of less than 70% for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below.
The procedure for the evaluation of responsive tenders is that Tenderer will only be scored on Quality, Financial Offers and Preferences: This tender shall be evaluated in five (5) stages as follows: - - Stage 1: Administrative compliance - Stage 2: Mandatory requirements - Stage 3: Functionality Score Sheet - Stage 4: Price and preference scoring - Stage 5: Objective criteria 1. Administrative compliance The Municipality has prescribed minimum administrative requirements that must be met by the bidders, to determine if the bid qualifies to be recognized as an acceptable bid, for further evaluation. In this regard administrative compliance will be carried out to determine whether, the bidder's bid complies with the set minimum requirements on bid administration, that is: • Water and lights account in the name of tendering entity; • Tax Status – Tax Compliant Pin Letter issued by South African Revenue Services (SARS); • Central Supplier Database registration – National Treasury vendor registration system; • Verification if not listed under tender defaulters – National Treasury.	

- Signing of the Form of Offer and Acceptance – only the offer part as well as Signing of MBD 1;
- Declaration of interest – MBD 4 (duly completed in full);
- Preference Point Claim form – MBD 6.1 (duly completed in full)
- Third party verification with regards to professional body affiliation where applicable;
- Full completion of the bid document and using the checklist as a completeness Verification

Although quality does not form part of tender points scoring, quality will be evaluated first (as outlined below) and if the tenderer does not meet the minimum quality criteria he/she will be eliminated and the tender will not shortlisted.

The quality criteria in respect of each of criteria shall be as follows:

Mandatory Requirements and Functionality Score sheet

2. Mandatory Requirements		
Compulsory required documents (Please tick Yes if you have attached the document and No if not attached)		
A. Small Plants – Heating, Ventilation and Air-Conditioning Systems: Wall or Ceiling Mounted Air – Conditioning Equipment on Various Municipal Buildings CIDB Grade: 1ME or Higher Portfolio of evidence Certified copy of valid CIDB Grading equivalent to 1 ME or higher	Yes	No

3. Functionality Score Sheet		
CRITERION	Point breakdown	Maximum Points
<u>1. Experience of the Company</u> The tenderer's experience in providing similar services related to HVAC during the past 15 years in the industry. Each completed project with the minimum value of R150 000.00 or more must be submitted for points claiming purposes The tenderer is required to submit a reference letter and certificate of completion within HVAC	10 points for each project up to five projects	50

environment. Portfolio of evidence: 1. The valid completion certificate AND 2. The reference letter to be provided must bear clients' letter head with the client's company's stamp and must include the contract period, the type of deeds search services rendered, contact person and contact number, contract value.			
<u>2 Key Personnel</u> The key technical staff are expected to possess knowledge, experience, and technical expertise with HVAC and proof of affiliation with the body of professionals will be an added advantage. This may mitigate the risk of improper installation and costly service callbacks. 2.1 Site Supervisor/Technician (25 Points) Qualification: National Diploma or equivalent in Electrical/Mechanical Engineering at NQF level 6 Years of experience: maximum of five years in installation, maintenance and repair of air-conditioning system Portfolio of evidence Certified copies of qualifications with the CV which demonstrates the field experience within HVAC environment 2.2 Artisan: Electrician (15 points) Qualification: Trade certificate in one of the following areas of specialty: • Gas Handling Certificate or • Electrical Trade Certificate Years of experience: maximum of five years in installation, maintenance and repair of air-conditioning system Portfolio of evidence Certified copies of qualifications/certificates with the CV which demonstrates the field experience within HVAC environment	Qualification National Diploma = 15 points Experience Two points for each year to a maximum of five years Qualification 10 points for the certificate Experience One point for each year to a maximum of five years	40	

3. Public Liability Insurance/Cover Please furnish a valid professional indemnity insurance with the minimum cover amount of R 500 000.00 Portfolio of evidence: Certified copy of the public indemnity cover document	10 points for producing valid cover 0 points for non – submission	10
TOTAL	100	
MINIMUM QUALIFYING PERCENTAGE	70 PERCENT	

The contractors who achieve a score of 70 % or more on functionality will form part of the panel

4. Price and preference scoring

The bidders that have successfully progressed will be evaluated in accordance with the 80/20 Preferential Point System in accordance with the Preferential Procurement Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, No 5 of 2000.

(The price and the preferential point scoring system will apply during the request for quotation stage – limited to prequalified bidders)

5. Objective criteria

In terms of Preferential Procurement Regulation 11 and section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:

- The risk of fruitless and wasteful expenditure to Newcastle Local Municipality;
- The risk of Irregular expenditure to Newcastle Local Municipality;
- The risk of poor project and contract management on existing project with Newcastle Local Municipality;
- The risk of an abnormally low bid; and
- The risk of a material irregularity.

The Municipality reserves a right to apply objective evaluation criteria should the recommended bidders pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the above-mentioned risks.

C.3.13 ACCEPTANCE OF TENDER OFFER	A. <i>Add the following:</i> Tender offers will only be accepted if: a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity; b) the tenderer is in good standing with SARS according to the Central Supplier Database;
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- c) the tenderer is registered with the CIDB with an appropriate category of registration;
- d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- e) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
 - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- f) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
- g) the tenderer complies with the requirements pertaining to Local Content and Production.

Notification of Decision and Appeal Period

If the Supply Chain Management Tender Adjudication Committee has resolved that a tender be accepted, the successful and unsuccessful tenderers shall be notified in writing of this decision.

Section 62 of the Local Government Municipal Systems Act 2000 (No. 32 of 2000) gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.

Any tenderer wishing to exercise this right, must submit their appeal in writing to [insert name / designation], marked for the attention of [insert name and address]. The format of the appeal must:

- set out the reasons for the appeal;
- state in which way the appellant's rights have been affected by the decision;
- state the remedy sought, and
- be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Tender Adjudication Committee.

Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).

The notification of the decision sent to the successful tenderer is **not** acceptance of the tender and no rights shall accrue to the successful

	tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work. The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the [Client's] appeals process.
C.3.17 PROVIDE COPIES OF THE CONTRACTS	<i>Add the following:</i> The number of paper copies of the signed contract to be provided by the employer is one.
POST AWARD NEGOTIATION	<i>This tender is subject to post award negotiations in formulating a standard rate of electrical services based on market rates.</i> <i>This process will be conducted with the pre-qualified contractors.</i>

T1.2.2 Variations to the Standard Conditions of Tender

T1.2.3 Additional Conditions of Tender

Standard Conditions of Tender

- Note:*
- 1 These Standard Conditions of Tender are identical to that contained in Annex F of SANS 294: 2004, Construction Procurement Processes, Procedures and Methods.
 - 2 Annex E of SANS 294, Construction Procurement Processes, Procedures and Methods, and SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on referencing these Standard Conditions of Tender in procurement documents.

C.1 GENERAL

C.1.1 Actions

- C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note:*
- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

- C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
- C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position

provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 TENDERER'S OBLIGATIONS

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.
- C.2.13 Submitting a tender offer**
- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- C.2.14 Information and data to be completed in all respects
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- C.2.15 Closing time**
- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.1 Tender offer validity

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 THE EMPLOYER'S UNDERTAKINGS

C.3.1 Respond to requests from the tenderer

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

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

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

c) has the legal capacity to enter into the contract;

d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

e) complies with the legal requirements, if any, stated in the tender data; and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents and

c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

T1.2.2

Variations to the Standard Conditions of Tender

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender:

Clause No.:	Variations, Amendments or Additions
------------------------	--

T1.2.3 Additional Conditions of Tender

NEWCASTLE MUNICIPALITY



VOLUME 1

PART 2: RETURNABLE DOCUMENTS AND SCHEDULES

T2.1: LIST OF RETURNABLE SCHEDULES & DOCUMENTS

The Bidder must complete the following returnable documents:

No	Returnable Schedules required only for tender evaluation purposes	Page
T2.1.1	Record of Addenda to Bid Documents	38
T2.1.2	Authority of Signatory	39
T2.1.3	Compulsory Enterprise Questionnaire	41
T2.1.4	Municipal Bidding Document	
	FORM A - MBD 4: Declaration of Interest	44
	FORM B - MBD 5: Declaration for Procurement above R10 Million (Vat Included)	47
	FORM C - MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	48
	FORM D - MBD 6.2: Declaration Certificate for Local Production and Content for Designated Sectors	54
	FORM E - MBD 9: Certificate of Independent Bid Determination	56
T2.1.5	Proposed Amendments and Qualifications	59
T2.1.6	Schedule of proposed subcontractors	61
T2.1.7	Schedule of plant and equipment	62
T2.1.8	Schedule of the Tenderer's experience	63
T2.1.9	Certificate of attendance at the clarification meeting	64
T2.1.10	Schedule of key personnel	65
T2.1.11	Curriculum vitae of key personnel	66
T2.1.12	Tenderer's Financial Standing	69
T2.1.13	Contractor's health and safety declaration	70
T2.1.14	Central Supplier Database Registration	72
T2.1.15	Certificate for Municipal Services and Payments/Lease Agreement	73

T2.2 RETURNABLE DOCUMENTS

(Other documents required only for tender evaluation purposes)

No	Returnable Documents	Page
T2.2.1	Certificate of Contractor Registration issued by the Construction Industry Development Board	76
T2.2.2	Latest UIF return	77
T2.2.3	Confirmation of employment equity policy from the Department of Labour	78
T2.2.4	Form of intent to provide a performance guarantee	79
T2.2.5	Proof of compliance with COID Act	80

T2.3 LIST OF RETURNABLE SCHEDULES

(Returnable Schedules that will be incorporated into the contract)

No	Returnable Schedules	Page
T2.3.1	Preliminary programme	82
T2.3.2	Amendments, qualifications and alternatives	83
T2.3.3	Materials to be used in the contract	85
T2.3.4	Insurance cover to be effected by the contractor	86
T2.3.5	Price variation on special materials	87

T2.4 LIST OF RETURNABLE SCHEDULES

(Other documents that will be incorporated into the contract)

No	Returnable Documents	Page
T2.4.1	Site specific occupational health and safety plan	89
T2.4.2	Quality plan	90
T2.4.3	Addenda to the tender documents	91
T2.4.4	Minutes of the pre-tender clarification meeting and site inspection	92
T2.4.5	Contractor Competency Evaluation	93
T2.4.6	Hazardous Identification Risk Assessment	94
T2.4.7	Acknowledgement of NM Volume 2 OHS Specs	95

T2.1.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed **Date**

Name **Position**

Tenderer

T2.1.2 AUTHORITY OF SIGNATORY

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

A COMPANY	B PARTNERSHIP	C JOINT VENTURE	D SOLE PROPRIETOR	E CLOSE CORPORATION

A. Certificate for Company

I,, chairperson of the board of, hereby confirm that by resolution of the board (copy attached) taken on 20....., Mr/Ms.....acting in the capacity of, was authorised to sign all documents in connection with this bid for **Tender no.: A004 – 2025/26** and any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman:
2. Date:

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
....., hereby authorise Mr/Ms, acting in the capacity of, to sign all documents in connection with this bid for **Tender no.: A004 – 2025/26** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with this bid for **Tender no.: A004 – 2025/26** and any 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 Name and Capacity	Authorising Signature
Lead Partner:			

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid. A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

D. Certificate for Sole Proprietor

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

As witnesses:

1. Sole Owner:
2. Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as, hereby authorise Mr/Ms acting in the capacity of to sign all to sign all documents in connection with this bid for **Tender no.: A004 – 2025/26** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

T2.1.3 COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of Enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name *	Identity Number *	Personal Income Tax Number *

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the services of the state

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

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

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

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

* Insert separate page if necessary

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

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

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

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

* Insert separate page if necessary

BID NO.: A004 - 2025/26 APPOINTMENT OF A PANEL OF CONTRACTORS TO REPAIR AND MAINTAIN HVAC ON VARIOUS MUNICIPAL BUILDINGS: SMALL PLANTS FOR A PERIOD OF 36 MONTHS

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

- (i) Authorises the Employer to obtain a tax clearance from the South African Revenue Services that my/our tax matters are in order;
- (ii) Confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- (iii) Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- (iv) Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- (v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____ **Date:** _____

Name: _____ **Position:** _____

Enterprise Name: _____

T2.1.4 MUNICIPAL BIDDING DOCUMENTS

FORM A - MBD 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1	Full Name of bidder/ 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.

BID NO.: A004 - 2025/26 APPOINTMENT OF A PANEL OF CONTRACTORS TO REPAIR AND MAINTAIN HVAC ON VARIOUS MUNICIPAL BUILDINGS: SMALL PLANTS FOR A PERIOD OF 36 MONTHS

3.9	Have you been in the service of the state for the past twelve months	Yes	No
3.9.1	If yes, furnish particulars.		
3.10	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.10.1	If yes, furnish particulars.		
3.11	Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.11.1	If yes, furnish particulars.		
3.12	Are any of the company's directors, 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, 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, principal shareholders or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
3.14.1	If yes, furnish particulars.		

--	--

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

Full Name	Identity Number	State Employee Number

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

FORM B - MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) NOT APPLICABLE

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

1	Are you by law required to prepare annual financial statements for auditing?	Yes	No
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
2	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	Yes	No
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. * Delete if not applicable		
2.2	If yes, provide particulars. * Delete if not applicable		
3	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	Yes	No
3.1	If yes, furnish particulars		
4	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes	No
4.1	If yes, furnish particulars		

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.
 I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE
 TO BE FALSE.**

Signature		Name of Bidder	
Capacity		Date	

FORM C - MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (NOT APPLICABLE AT THIS STAGE: PRE-QUALIFICATION STAGE)

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals

NB: BEFORE COMPLETING THIS FORM, BIDDERS 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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

Or

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

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

		POINTS
3. Price		80
4. Specific Contract Participation Goals		20
2.1 Historically Disadvantaged Individuals		16
2.1.1 Who had no franchise in national elections before the 1983 and 1993 Constitution (black people)	8	
2.1.2 Who is female	4	
2.1.3 Who has a disability and / or Youth	2	
2.1.4 Who is Youth	2	
2.2 Other Specific goals (Local Economic Development goals of the RDP)		4
2.2.1 Business operations within Amajuba District – rural development initiatives	4	
2.2.2 Business operations within KwaZulu-Natal Province	2	
2.2.3 Business operations within Republic of South Africa	1	
Total points for Price and HDI principles must not exceed		100

To claim specific goals listed under 2.2 above the Municipal water and light account in the name of the company or individual in case of Sole proprietor must be submitted.

1.5 Failure on the part of a bidder to submit proof of claim together with the bid, will be interpreted to mean that preference points for advancement of past imbalances are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Category 1: Ownership - Historically Disadvantage Individuals by unfair discrimination (No franchise in elections before 1983 & 1993 Constitution		16		
➤ Race		8		
➤ Female		4		
➤ Disability		2		
➤ Youth		2		
Category 2: Reconciliation and Development Programme (Government Gazette no.: 16085 dated 23 November 1994)		4		
➤ Promotion of Local Enterprises (within Amajuba District: municipal & rural areas)		4		
TOTAL		20		

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
- ☐ Non-profit Company
- ☐ State Owned Company
- ☐ (Pty) Limited

[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: 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 to combat the abuse of the supply chain management system.
3. **The bid of any bidder may be rejected if the bidder, or any of its directors have:**
 - a) Abused the Municipality'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) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
 - d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption 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 as a company or person 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 audit alteram partem rule was applied). The database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)? (The Register for Bid 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:		

BID NO.: A004 - 2025/26 APPOINTMENT OF A PANEL OF CONTRACTORS TO REPAIR AND MAINTAIN HVAC ON VARIOUS MUNICIPAL BUILDINGS: SMALL PLANTS FOR A PERIOD OF 36 MONTHS

ITEM	QUESTION	YES	NO
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	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 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 ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____ CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

FORM E - 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 NO A047-2019/20: APPOINTMENT OF QUALIFIED CONTRACTORS TO REPAIR AND MAINTAIN AIR CONDITIONING UNITS IN NEWCASTLE MUNICIPAL FACILITIES FOR PERIOD OF 3 YEARS AS AND WHEN REQUIRED

in response to the invitation for the bid made by:

NEWCASTLE MUNICIPALITY

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)

- c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the 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.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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.

T2.1.5 PROPOSED AMENDMENTS AND QUALIFICATIONS

The Bidder should record any deviations or qualifications he may wish to make to the Bid documents in this Returnable Schedule. Alternatively, a Bidder may state such deviations and qualifications in a covering letter to his Bid and reference such letter in this schedule.

The Bidder's attention is drawn to clause F.3.8 of the Standard Conditions of Bid referenced in the Bid Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

**BID NO.: A004 - 2025/26 APPOINTMENT OF A PANEL OF CONTRACTORS TO REPAIR AND MAINTAIN HVAC
ON VARIOUS MUNICIPAL BUILDINGS: SMALL PLANTS FOR A PERIOD OF 36 MONTHS**

Signed		Date	
Name		Position	
Bidder			

T2.1.6 SCHEDULE OF PROPOSED SUBCONTRACTORS

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 names 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.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.

Signed **Date**

Name **Position**

Tenderer

T2.1.7 SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed **Date**

Name **Position**

Tenderer

T2.1.8 SCHEDULE OF THE TENDERER'S EXPERIENCE

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Signed

Date

Name

Position

Tenderer

T2.1.9 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (*tenderer*).....

of (*address*).....

..... was represented by the person(s)

named below at the compulsory meeting held for all tenderers at (*location*).....

..... on (*date*)..... starting at (*time*)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the Site of the Works and its surroundings and / or matters incidental to doing the work specified in the Tender Documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender. I / We also acknowledge that I / we have examined the Site Data made available by the Employer (including borehole cores and related information).

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

T2.1.10 KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Plant Operators						
Unskilled Workers						
Others:.....						

SIGNATURE:..... DATE:
(of person authorized to sign on behalf of the Tenderer)

Curriculum Vitae of Key Personnel (Site Agent)

Provide separate forms for each position listed in Form: Key Personnel

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
Company	Period	Capacity
<u>Experience Record Pertinent to Required service: (Please list the projects, value and year)</u>		
Project Name	Value	Year

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

Curriculum Vitae of Key Personnel (Safety Officer 1)

Provide separate forms for each position listed in Form: Key Personnel

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
Company	Period	Capacity
<u>Experience Record Pertinent to Required service:</u>		
Project Name	Value	Year

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

T2.1.12 TENDERER'S FINANCIAL STANDING

In terms of Clause F2.18.1 of the Conditions of Tender the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for the project.

I / We furnish the following information and hereby authorise the Employer to approach the Bank for a reference.

Name of Account holder

Name of Bank: Branch:

Account number Type of account:

Telephone number : Facsimile number:

Name of contact person (at bank):

Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

I / We agree, if required, to furnish a copy of the latest audited set of financial statements together with my / our Director's and Auditors' report for consideration by the Employer.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

**SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)**

T2.1.13 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, including the cost of the specific items listed in the tables hereafter.

(Tables to be completed by Tenderer)

TABLE 1: COST OF SAFETY PERSONNEL

PERSONNEL	COSTS AS ALLOWED IN TENDER	NOMINATED PERSON/S
Construction Supervisor		
Construction Safety Officer		
Health and Safety Representatives		
Health and Safety Committee		

TABLE 2: COST OF SAFETY EQUIPMENT

EQUIPMENT	STATE YES or NO	COST ALLOWED FOR IN TENDER
Hard hats		
Safety boots		
Harnesses		
Gas detectors		
Add items as per risk assessment:		

4. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
5. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer and his Agents, visitors, and officials and inspectors of the Department of Labour.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: **DATE:**
(of person authorized to sign on behalf of the Tenderer)

T2.1.14 CENTRAL SUPPLIER DATABASE REGISTRATION

No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:
<https://secure.csd.gov.za/>

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

T2.1.15 PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS

- a) Declaration on municipal accounts must be completed for this tender
- b) Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Regulation, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders

- i. I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- ii. I acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Bidder to Newcastle Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
- iii. I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and the Newcastle Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of the contract; and
- iv. The following account/s of the bidding entity has reference:

Physical Business Address(es) of the Tenderer	Municipality	Municipal Account Number

NB: If insufficient space above, please submit on a separate page

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Reason	Tick	Portfolio of evidence
Bidding entities who rent premises from a landlord		Signed copy of the lease agreement together with a letter from the landlord stating that no levies are in arrears.
Bidding entities who operate from a property owned by a director / member / partner		Municipal account statement/s of a director / member / partner
Bidding entities who operate from farms / informal settlements		An original signed letter from their Induna. OR An original signed ward councillor letter confirming the location of business operations. The letters should not be older than 3 months from the closing date of the bid.
Bidding entities who operate from somebody else's property		Original Sworn Affidavit (by the property owner / municipal account holder) stating the relationship and whether the business owner is responsible for paying levies. If yes, stating whether any levies are in arrears.

Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three months from the close of this tender.

**SIGNED AT.....THIS.....DAY
OF..... 20.....**

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:
.....

As witness: 1.

2.

T2.2 LIST OF RETURNABLE DOCUMENTS REQUIRED ONLY FOR TENDER EVALUATION PURPOSE

Item No.:	Document Description	Page
T2.2.1	Certificate Of Contractor Registration Issued By The Construction Industry Development Board	76
T2.2.2	Latest Uif Return	77
T2.2.3	Confirmation Of Employment Equity Policy From The Department Of Labour	78
T2.2.4	Form Of Intent To Provide A Performance Guarantee	79
T2.2.5	Proof Of Compliance With Coid Act	80

T2.2.1 Contractor's Certificate of Registration with CIDB

The Tenderer shall attach hereto the Contractor's Certificate of Registration with CIDB. Failure to submit the certificate with the tender document will lead to the conclusion that the tenderer is not registered with the CIDB and therefore not eligible to Tender.

Tenderers who have made application to CIDB for registration and are capable of being so registered prior to the evaluation of submissions must attach a notification from CIDB that their application is being considered.

T2.2.2 Latest UIF Return

*The Tenderer must attach hereto a copy of the latest Unemployment Insurance Fund Return.
A separate return is required for each member of the Joint Venture (if applicable).*

T2.2.3 Confirmation of Employment Equity Policy from the Department of Labour

The Tenderer must attach hereto a copy of the Confirmation from the Department of Labour that their Employment Equity Policy has been submitted.

T2.2.4 Form of Intent to provide a Performance Guarantee

The Tenderer must attach hereto a letter from the Bank or Institution with whom he/she has made the necessary arrangements, to the effect that the said Bank or Institution will be prepared to provide the required Performance Guarantee when asked to do

T2.2.5 Proof of Compliance with COID Act

The Tenderer must attach hereto proof of Compliance with the relevant requirements of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 Of 1993).

T2.3 List of Returnable Schedules that will be incorporated into the contract

Item No.:	Document Description	Page
T2.3.1	Preliminary programme	82
T2.3.2	Amendments, qualifications and alternatives	83
T2.3.3	Materials to be used in the contract	85
T2.3.4	Insurance cover to be effected by the contractor	86
T2.3.5	Price variation on special materials	87

T2.3.1 Preliminary Programme

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of the Tender.

PROGRAMME														
ACTIVITY	WEEKS / MONTHS													

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of the Form hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

SIGNATURE:..... DATE:
(of person authorized to sign on behalf of the Tenderer)

T2.3.2 Amendments, Qualifications and Alternatives

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes: (1) *Amendments to the General and Special Conditions of Contract are not acceptable;*
(2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes: (1) *Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*

- (2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
- (3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

Note: *The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

SIGNATURE: **DATE:**
(of person authorized to sign on behalf of the Tenderer)

T2.3.3 Materials to be used in the Contract

I / We propose to use the following materials in the Works:

1.

Joint Supplier/Manufacturer
2.

Joint Supplier/Manufacturer
3.

Other

SIGNATURE: **DATE:**
(of person authorized to sign on behalf of the Tenderer)

T2.3.5 Price Variation on Special Materials

The following Special Materials are subject to price variation, in accordance with Clause 46.3 of the Conditions of Contract, as detailed below:

ITEM	DESCRIPTION

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)

T2.4 List of Returnable Documents that will be Incorporated into the Contract

Item No.:	Document Description	Page
T2.4.1	Site specific occupational health and safety plan	89
T2.4.2	Quality plan	90
T2.4.3	Addenda to the tender documents	91
T2.4.4	Minutes of the pre-tender clarification meeting and site inspection	92
T2.4.5	Contractor Competency Evaluation	93
T2.4.6	Hazardous Identification Risk Assessment	94
T2.4.7	Acknowledgement of NM Volume 2 OHS Specs	95

T2.4.1 Site Specific Occupational Health and Safety Plan

The Tenderer shall attach to this page the Contractor's Site Specific Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003 and referred to in the Contractor's health and safety declaration (see earlier) and PS7 of the Project Specifications.

T2.4.3 Addenda to the Tender Documents

Copies of all Addenda to the tender documents which have been issued by the Employer will be inserted here by the Employer.

Addendum No.	Description

T2.4.4 Minutes of the Pre-Tender Clarification Meeting and Site Inspection

Copies of the minutes of the pre-tender clarification meeting and site inspection will be insert-ed here by the Employer.

T2.4.5 Contractor Competency Evaluation Form

Complete the "Safety, Health & Environment (SHE) CONTRACTOR'S COMPETENCY
EVALUATION FORM" included in
Volume Two, OHS Specifications and Environmental Management Plan.

T2.4.6 Hazardous Identification Risk Assessment

Complete the “HAZARDS IDENTIFICATION RISK ASSESSMENT” form included in Volume Two, OHS Specifications and Environmental Management Plan.

T2.4.7 Acknowledgement of NM Volume 2 OHS Specs

Complete the "Acknowledgement of NM Volume 2 OHS Specification" included in Volume Two, OHS Specifications and Environmental Management Plan.

NEWCASTLE MUNICIPALITY



VOLUME 1

PART C1: AGREEMENT AND CONTRACT DATA

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C1.2.2	Part 2: Data Provided by the Contractor	107

C1.1 FORM OF OFFER AND ACCEPTANCE

(THIS TEMPLATE WILL BE APPLICABLE AT THE REQUEST FOR QUOTATION STAGE)

C.1.1.1 FORM OF OFFER

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

Tender number A004 – 2025/26 Appointment of Contractors to Repair and Maintain Heating, Ventilation and Air Conditioning System (HVAC) on Various Municipal Buildings: Small Plants for a period of 3 years “On As and When Required Basis”

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF ALL APPLICABLE TAXES (VALUE ADDED TAX)

.....

..... Rand (in words))

..... (in figures)

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

Signature		Date	
Name			
Capacity			
Name of Tenderer			

Name and Signature of

Witness **Date**

C1.1.2: FORM OF ACCEPTANCE

ACCEPTANCE (to be completed by the Employer)

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 tenderer the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and tender document, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site Information

and any drawings and documents or parts thereof, which may be incorporated by reference above.

Deviations from and amendments to the documents listed in the tender document 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 Record of Addendum 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 authorized 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 tender document) 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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

FOR OFFICIAL USE ONLY

Name		Signature	
Date			
Capacity(tick one)	Municipal Manager	Chief Financial Officer	
For the Employer	Newcastle Municipality		
Name of Witness		Signature	

**Name and
Signature of**

Witness Date

C1.1.3: SCHEDULE OF DEVIATIONS

Notes:

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

1. Subject:
Details:

.....

2. Subject:
Details:

.....

3. Subject:
Details:

.....

4. Subject:
Details:

.....

By the duly authorized representatives signing this agreement, the employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation,

clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.
It is expressly agreed that no other matter whether, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Tenderer:		For the Employer:	
.....	Signature		
.....	Name		
.....	Capacity		
Name and address of organization:		Name and address of organization:	
.....			
.....			
.....			
.....	Witness signature		
.....	Witness name		
.....	Date		

C1.2 CONTRACT DATA

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition, 2015)

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email:civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Engineer or the Employer.

The General Conditions of Contract 2015 makes references to the Contract Data for specific data, which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given is cross-referenced to the Clause in the General Conditions of Contract to which it mainly applies.

C1.2.1 - DATA PROVIDED BY THE EMPLOYER (Part 1)

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

Clause	Description
1.1.1.7	The Principal Agreement of the General Conditions of Contract for Construction Works (2015), plus a signed full bid document, SANS 2001 standard(s) for construction works and signed Service Legal Agreement will act as a full legal document. Where applicable the provisions of Municipal Finance Management Act (MFMA) shall prevail.
1.1.1.13 5.14.5.2	The Defects Liability Period is 365 days after final completion per project. Guarantees should be provided in work - done
1.1.1.14 5.14.1	The date for achieving Practical Completion is a date to be agreed between the Employer and the Contractor before the commencement of the works.
1.1.1.15 1.2.1.2	The Employer is NEWCASTLE MUNICIPALITY , represented by SED Technical Services and/or such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as "Employer.
1.1.1.26	The Pricing Strategy is Bill of Quantities: Rate – base.
1.2.1.2	The name of the Employer is : NEWCASTLE MUNICIPALITY

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	The address of the Employer is : 37 Murchison Street, Newcastle
5.3.1	The documentation required before commencing with the Works are: 1. Health and Safety Plan (Refer to Clause 4.3) 2. Initial Programme (Refer to Clause 5.6) 3. Security (Refer to Clause 6.2) 4. Insurance (Refer to Clause 8.6) Notwithstanding the above, the Contractor shall commence executing the Works within twenty-eight (28) days of the Commencement Date (site handover) or immediately after such time as the Contractor's health and safety plan has been approved and the initial requirements have been complied with.
5.3.2	Time to Submit the documentation required before commencement of the Works is 14 days.
5.4	Add the following clause after Clause 5.4.3: 5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.
5.5.1	The Works shall be completed within the time frame stipulated during the allocation of work to the Contractor by the Employer, exclusive of the special non-working days and the year-end break and inclusive of the 28 day period referred to in Clause 5.3.1 above.
5.6.1	The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.
5.8.1	The special non-working days are: 1. All gazetted public holidays falling outside the year end break. 2. The year-end break commencing on the 15th December and ending on 15th January or as agreed on a yearly basis depending on the yearly calendar.
5.13.1	The penalty for failing to complete the Works is R 1000.00 per day per project.
5.16.3	The latent defects period is 06 months per project.
6.8.2	Price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract. SCHEDULE WITH THE FOLLOWING VALUES. THE VALUE OF "X" IS 0.15 THE VALUE OF THE COEFFICIENTS ARE: a = 0.3 (LABOUR) b = 0.3 (CONTRACTOR' S EQUIPMENT) c = 0.35 (MATERIAL) d= 0.05 (FUEL) CONSUMER PRICE INDEX APPLIES AS FOLLOWS: PERIOD ONE (01) • BID PRICE(\$) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID EXCEPT FOR SPECIAL MATERIAL AS PER GCC 2015.

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	PERIOD TWO (02) • BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD ONE (01) PERIOD THREE (03) • BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD TWO (02)
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials on site but not yet built into the Permanent Works is 80% (eighty percent).
6.10.3	The limit of retention money is 10% to a maximum of 5% of the contract value.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is R Nil.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 -Nil.
8.6.1.3	The limit of indemnity for liability insurance is R1 000 000-00 for any single claim – the number of claims to be unlimited during the construction and Defects Liability period.
10.3.1	Disputes are to be settled in terms of the General Conditions of Contract for Construction Works (2015), plus a signed full bid document, SANS 2001 standard(s) for construction works and signed Service Legal Agreement will act as a full legal document. Where applicable the provisions of Municipal Finance Management Act (MFMA) shall prevail.
10.5.3	The number of Adjudication Board Members to be appointed is as per Newcastle Municipality regulations.
10.7.1	The determination of disputes shall be by arbitration.
The term for this framework agreement is three years where allocation of work will be conducted through a rotation process which is fair, transparent, cost effective and ensure that all contractors are given equal opportunity.	

C1.2.1.1 Variations to General Conditions of Contract

Add the following Table:

5.3.3	Time to instruct commencement of the Works Delete Clause 5.3.3 and replace with the following: The Contractor shall commence with carrying out the Works upon written instruction from the Employer's Agent to commence with the Works.
6.10.4	Delivery, dissatisfaction with and payment of payment certificates Delete Clause 6.10.4 and replace with the following: Payment shall be made upon: After the payment certificate has been approved by Employer's Agent, the Contractor must issue an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice. The date of the Original Tax Invoice

	must be date the Employer's Agent approved the Payment Certificate. The certificate will then be ready for handing in to the Employer. Payment shall be subject to the Contractor submitting an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice to the Employer for the amount due. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2.
7.8.2	Cost of making good of defects Amend Clause 7.8.2.1 as follows: In the first line, correct the spelling of 'therefore'.
8.3.1	Excepted risks Amend Clause 8.3.1.11 as follows: In the second line, delete the words 'Employer or any of their' and substitute with 'or any of its'.
8.4.1.1	Add to the end of Clause 8.4.1.1 the following text: "hereby indemnifies the Employer against any liability in respect of damage or physical loss of property of any person or injury or death of any person due to non-compliance with the Occupational Health and Safety Act (Act 85 of 1993), "

1.2.1.2 Additions to General Conditions of Contract

Add the following Table:

1.1	Definitions Add the following at the end of Sub-Clause 1.1.1:
1.1.1.34	"Client", as used in the Occupational Health and Safety Act and its Construction Regulations, means Employer.
1.1.1.35	"Principal Contractor", as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.
C1.2.1.2.1	Penalties In addition to GCC 2015 clause 5.13, during the Contract Period should the Contractor: a) Penalties irreversible The Contractor shall note that all penalties once imposed shall be non-recoverable or reversible, even if the default is remedied.
C1.1.1.2.2	Source of instructions The Contractor shall neither seek nor accept instructions from any authority external to the Employer's Agent or their authorized representatives in connection with the performance of his services under this Contract.
C1.2.1.2.3	Officials not to benefit The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this

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	Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of the Contract.
C1.2.1.2.4	Prevention of corruption The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Employer or for showing or intending to show favor or disfavor to any person in relation to the Contract or any other contract with the Employer, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Employer.
C1.2.1.2.5	Confidential nature of documents All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be treated as confidential and shall be delivered only to the Employer's Agent or his duly authorized representative on completion of the Works; their contents shall not be made known by the Contractor to any person other than the personnel of the Contractor performing services under this Contract without the prior written consent of the Employer.
C1.2.1.2.6	Returns of labour, plant, equipment and material The Contractor shall provide a return in detail in the form and at such intervals as the Employer's Agent or his duly authorized representative may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting constructional plant, equipment and material as the Employer's Agent or his duly authorized representative may require.
C1.2.1.2.7	Date falling on public holiday or weekend Where under the terms of the Contract any act is to be done or any period is to expire upon a certain day and that day or that period fall on a day of rest or recognized holiday or weekend, the Contract shall have effect as if the act were to be done or the period to expire upon the working day following such day.
C1.2.1.2.8	Ambiguities and inconsistencies The Employer or the Contractor shall notify the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents, which are part of this Contract. Governed by the spirit and intention of the Contract, the Employer's Agent shall give a binding instruction resolving the ambiguity or inconsistency.
C1.2.1.2.9	False claims by the Contractor a) Failure, by the Contractor, to demonstrate or present any feature declared during the procurement stage shall constitute grounds for Contract termination or the market related equivalent price discount, if no market related value is available, the Employer shall give a final ruling on the amount. This shall be at the discretion of the Employer based on the implication of such omission. Should the Contractor refuse to accept the Employer's price, the Contract shall be terminated. b) Any false claims by the Contractor or his staff (with or without his knowledge), based on Works to be performed or completed per site stage shall constitute grounds for Contract termination and result in blacklisting on the Employer's database. The Contractor shall note that any of the above shall constitute non-performance on the part of the Contractor, further resulting in him forfeiting his full Contract Guarantee.

C1.2.2 - DATA PROVIDED BY THE CONTRACTOR (Part 2)

[illegible]

NEWCASTLE MUNICIPALITY



VOLUME 1

PART C: OTHER FORMS AND SECURITIES

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OTHER FORMS AND SECURITIES

FORMS FOR COMPLETION BY THE CONTRACTOR

THE FOLLOWING FORMS ARE TO BE COMPLETED BY THE CONTRACTOR AFTER THE TENDER HAS BEEN AWARDED TO THE SUCCESSFUL TENDERER

- a) Form of Guarantee
- b) Agreement in terms of the Occupational Health and Safety Act
Occupational Health and Safety Indemnity Undertaking

The forms will be completed by the Contractor who will be instructed to do so in the Form of Acceptance. The completed forms will become part of the Contract.

The Form of Guarantee is a pro forma document. The Contractor will provide an original document, from a financial institution, with the same text within the time stated in the Contract Data. Only a Bank or approved Insurance Company or Guarantee Corporation is acceptable as Guarantor.

C1.3 Form of Guarantee

TO BE PRINTED ON THE OFFICIAL LETTERHEAD OF THE GUARANTOR.

PERFORMANCE GUARANTEE

WHEREAS Newcastle Municipality (hereinafter referred to as "the Employer" or "beneficiary") entered into a Contract with

(hereinafter called "the Contractor")

on the ____ day of _____ 20____ for the construction of

at _____

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

AND WHEREAS _____
has/have at the request of the Contractor, agreed to such guarantee;

NOW THEREFORE WE, _____

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

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

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before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the sum of _____

_____ (R_____)

6. The guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising herefrom as

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

As witnesses

1. _____

Signature

2. _____

Duly authorised to
sign on behalf of _____

Address _____

C1.4 Occupational Health and Safety Agreement

Agreement Made and entered Into Between Newcastle Municipality (Hereinafter Called The “Employer”) and

.....
(Contractor/Mandatory/Company/CC Name)

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

I,
representing

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

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

COID ACT Registration Number:

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

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

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

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

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

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

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Signed at on the day of 20

SIGNED BY/ON BEHALF OF NEWCASTLE MUNICIPALITY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Occupational Health and Safety Conditions

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.

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

NEWCASTLE MUNICIPALITY



VOLUME 1

PART C2: PRICING DATA

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C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. SANS 1200 Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measures in accordance with the provisions of SANS 1200-A, General.

C2.1.1 GENERAL PREAMBLE TO THE BILL OF QUANTITIES

- a) All items in the Bill of Quantities, except where otherwise specified in Clause 8 of a Standardised Specification or in the Project Specification, shall be measured and shall cover operations as recommended in the standard system of measurement of civil engineering quantities, published under the title "Civil Engineering Quantities", by the South African Institution of Civil Engineering.
- b) The basis and principles of measurement and payment are described in this section (Pricing Instructions) and Clause 8 of each of the Standardised Specifications for Civil Engineering Construction. The applicable SANS 1200 Standardised Specifications are listed in the Scope of Work, Portion 1: Project Specification. Variations and amendments to the Standardised Specifications are contained in the Scope of Work, Portion 2: Variations and Additions to the Standardised Specifications.
- c) Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
- d) The clauses in a specification in which further information regarding the Schedule item may be found are listed in the "Payment Refers" column in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of listed items. Further information and specifications may be found elsewhere in the Contract Documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200G.
- e) Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- f) The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor shall be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed Works shall be computed from the actual quantities of work done, valued at the relevant unit rates and/or prices.
- g) The rates and/or prices to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such rates and/or prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.
- h) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.

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- i) The units of measurement described in the Bill of Quantities (BOQ) are metric units. Abbreviations in these BOQ used are as follows :

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	No.	=	number
m ² pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ km	=	cubic metre-kilometre	P Csum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	percent
MPa	=	megapascal	kW	=	kilowatt

- j) For the purpose of this Bill of Quantities, where applicable, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).

Quantity : The number of units of work for each item.

Rate : The agreed payment per unit of measurement.

Amount : The product of the quantity and the agreed rate for an item.

Lump sum : An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

- k) Arithmetical errors in the Bill of Quantities shall be corrected in accordance with Clause F3.9 of the Conditions of Tender. Should there be any discrepancy between rates and/or prices written in the Assessment Schedule and the Bill of Quantities, the latter shall govern.

- l) The Bill of Quantities shall be completed by hand in **BLACK PEN INK.**

C2.2 BILL OF QUANTITIES

NB: The rates to be provided by Contractors will be used for speculative purposes not for tender scoring system of 80/20 or 90/10

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	TOTAL
1	<u>Assessment and fault finding</u> Diagnoses, assess, report; a) Small Plants: Window/Wall units & Split units / Ceiling units			Item	
2	<u>CALLOUTS/ BREAKDOWN</u> (Item exclude cost for material) <u>Office hours</u> Skilled personnel Unskilled personnel <u>After hours</u> Skilled personnel Unskilled personnel <u>Travelling</u> Travelling during sourcing of materials and other ancillary works, cost rated at R3,50 per kilometre. <u>SOURCE MATERIALS</u> Source material required to conduct repair/ replacement and installation work including Handling/Storage fee for the relevant materials <u>SERVICE INTERVALS</u> Item include transportation, material and labour <u>Small plants: Window/Wall & Split</u> Minor service Major service #NB For all list of units (quantity and location) please refer to Annexure ‘A’ & ’B’	/hr /hr /hr /hr /km 	1 1 1 1 		
3		%			
4		No No	1 1		

Declaration In respect of Price Variation: Non – Firm prices

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to Newcastle Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Newcastle Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN „X“									
Are you/is the firm a registered VAT Vendor	YES					NO				
If “YES”, please provide VAT number										

Escalation of Offer Prices in percentage

(Prices will be fixed for first 12 months and thereafter subject to escalation)

Expected escalation of prices after 12 months %

Expected escalation of prices after 24 months %

Response time (in days) after receiving the municipal purchase order
or instruction letter days

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

NEWCASTLE MUNICIPALITY



VOLUME 1

CONTRACT

PART 3:

SCOPE OF WORK

SCOPE OF BID

To invite eligible bidders for the appointment of a Heating, Ventilation and Air Conditioning (HVAC) Service Providers for a complete Preventative Maintenances, Repair, Replacement and Installation Service for a period of Thirty-Six (36) months; to ensure that all HVAC Installations at all Municipal Buildings to perform at their optimum level to ensure business continuity. Given the specialist nature of this service a single preferred service provider will be appointed.

DETAILED SPECIFICATIONS

1. DESCRIPTION OF WORK:

This is a comprehensive maintenance contract for air-conditioning units (**Heating, Ventilation and Air Conditioning System = HVAC**). It comprises of diagnoses, services, repair and replace of all units (large plants).

It will be an as and when contract where the council (Municipality) will put a request when assistance is needed.

The service providers are expected to perform routine monthly testing, semester testing and schedule annual preventative maintenance services, including specialized tests, and maintenance repairs as and when required; unless otherwise directed by designated project manager of the Municipality.

2. OBJECTIVE

The service provider must have the capability to carry out all maintenance requirements: preventative, corrective and developmental to ensure an optimal operational and safety compliant and HVAC support infrastructure for an uninterrupted service delivery for business continuity.

For the purpose of this contract and costing thereof, three (3) services types are required:

2.1 Preventative Maintenance

2.1.1 Preventative maintenance set service frequency at acceptable industrial standards, taking the necessary precautions and actions to prevent accidents or equipment failures from occurring before they happen.

2.1.2 Preventative maintenance is scheduled in time-based maintenance, and prescriptive maintenance.

2.1.3 The scope of works for the time-based preventative maintenance plan includes:

2.1.3.1 Routine monthly testing and maintenance

- Monthly Routine Service of the Building Management System

2.1.3.2 Quarterly maintenance

- Quarterly Services of the HVAC Installations in offices and critical as per manufacturers specification
- Quarterly Services of the electrical and controls

2.1.3.3 Bi-Annual maintenance

- Quarterly Services of the HVAC Installations in offices and critical as per manufacturers specification

2.1.3.4 Annual maintenance

- Annual Services of the Air Cooled Packages
- Annual Services of the Air Cooled Chillers
- Annual Services of the Cold Rooms
- Annual Services of the Air Compressors

2.1.3.5 3 Yearly maintenance

- 3 Yearly Compression tests on the Air Compressors

2.1.4 The scope of works for the prescriptive preventative maintenance plan includes:

2.1.4.1 Specialized tests

- Electrical;
- Controls;
- Chiller water.

2.2 Corrective Maintenance

2.2.1 Corrective maintenance tasks includes rectifying and repair faulty systems and equipment's, to restore systems that have been broken down, benefits of reducing emergency maintenance orders, increase safety of employees, extend services interruptions, extend asset lifetime, optimizing resource planning and decreases downtime.

2.2.2 Corrective maintenance is scheduled in run to failure and condition-based maintenance.

2.2.3 The scope of works for the corrective maintenance plan includes:

2.2.3.1 Repairs

- Service of equipment or HVAC systems to make it work;
- Replace equipment or HVAC system.

2.2.3.2 Refurbishment

- Making good of HVAC equipment or systems.

2.2.3.3 Upgrades

- Replacement of old technology to comply with currents standards.

2.2.4 Repair services will be on an ad-hoc basis and shall be available on a twenty-four hourly basis.

2.3 Replacement and New Requirements

2.3.1 Covers all planned replacements and/ or new HVAC installations and works on a quotation basis.

The small plants must be in working condition at all times, an ongoing maintenance is needed in this regard and that will be done through planned maintenance and in case of fault call – outs where, the contractor will need a diagnoses and repair/ maintain the defective component.

3. PROJECT MANAGEMENT

3.1 Bidders shall, under separate cover, clearly indicate and submit proof thereof, of the following:

- ✓ Membership Electrical Contracting Board
- ✓ Bidders shall submit to the Engineer for approval, a comprehensive schedule indicating an annual programme for the planned and routine maintenance of plant. Submission of the programme shall be within thirty (30) days of adjudication. Failing to submit the programme in the specified time will result in Council applying the General Conditions of Bid.
- ✓ CIDB contractor registration: 1ME or higher
- ✓ An experienced workforce, under the constant supervision, of a suitably qualified site supervisor, shall carry out work in a professional manner.
- ✓ Proof of previous work successfully completed in the last 15 years (appointment letter, completion certificate)

3.2 Service provider may be **Accredited by Manufacture to work on the type of Airconditioning Units Installed at the Municipality which are under Warranty.**

3.3 The service/repair to a unit shall be considered as complete upon the signature of the technician responsible for the service/repair **as well as** that of a representative of `Council.

3.4 IF NEED BE, COUNCIL MAY REQUIRE DIAGNOSES PRIOR TO REPAIRS / AND MAITENANCE

3.5 The tender rates must be firm/ fixed during the first 12 months of the contract and thereafter subject to escalation, in line with applicable Consumer Price Index.

3.6 Any defective spares, inferior materials and the like, or workmanship not to the satisfaction of the Engineer/ council representative which become apparent within a period of four (4) months from date of a completed service shall be made good by the Bidder free of cost to Council. Should the Bidder delay remedial work Council may have such work executed at the Bidder's expense.

3.7 Work carried out shall in all respects comply with the provisions as set out in the Occupational Health and Safety Act (Act 85 of 1993) as well as the Municipal Bylaws as amended from time to time.

3.8 Council reserves the right to carry out inspections at any time during maintenance or testing. All costs in this case will be for Council's' account, however, should a re-inspection be required, the re-inspection costs shall be for the account of the Bidder.

3.9 Payment to the value of offers quoted will be made upon receipt of invoices and proof of maintenance complete within one calendar month of completion/ submission of invoice and statements.

3.10 The contract shall be for a period of three (3) years commencing on the contract sign date, however, may be terminated by either party giving two (2) months' notice of intention to do so.

4. WORKS SPECIFICATION

This contract comprises service, repair and replace (maintenance).

4.1 MATERIAL

- All works should be executed with material of the best quality. Units still under warranty, parts used should be manufacturer/ installer approved. And a warranty should be offered on the material used.
- No second hand material may be used in replacement/ installation
- Service provider is to submit 3 quotes before purchasing material (3 quote system) for repairs.
- Imported materials shall comply with the requirements of the relevant SABS or British Standard Specifications, although these materials need not necessarily bear the SABS mark.

4.2 REPAIRS

- All repairs are to be conducted by a qualified person
- All repairs should be conducted in conjunction with the OHS ACT.

The entire repairs/ installation shall be in accordance with the following:

- National building regulation and building standards,
- Latest version of the SABS 0400 (the national Building Regulations as amended,
- The machinery and occupational Health and safety Act 85 of 1993
- Any relevant by laws of local or other authorities.

If so required, the council may call for samples of material and /or equipment for approval.

4.3 TESTING

- ✓ The Service provider/ tendered shall allow for testing.
- ✓ The Service provider shall be responsible for carrying out all tests.
- ✓ Testing and balancing shall not begin until the system has been completed (repaired/ serviced) and is in full working order.
- ✓ The plant shall be tested and operated to meet the performance figures and duties specified. All safety features and interlocks will be tested.
- ✓ The Contractor will be responsible for all costs incurred in the testing, including the supply, calibration and use of all instruments and tools, but not the supply of water or power on site.

- ✓ All instruments and test equipment used shall be provided by the Contractor, and shall be accurately calibrated and maintained in good working order. All test instruments used for tests to be witnessed by the Council Representative shall be provided with calibration certificates, which must be available to the Council's Representative.
- ✓ Should the Department wish to verify the calibration of any instruments, the Contractor shall make the necessary arrangements for the instrument to be re-calibrated by a recognised authority.

4.4 TRANSPORTATION

- ✓ It should be noted that for routine maintenance, travelling cost will be included. But for breakdowns/ sudden repairs or emergency, service provider should give a rate per km from their respective, stationary office/ premises to specific site. BOQ will provide for rate.

4.5 DIAGNOSES

- ✓ The council may require the service provider to diagnose a unit/ units prior repairs.
- ✓ The diagnoses is to be conducted at the council's expense and a detailed report is to be submitted to the council with quote to/ for repairs. This is to be done within 4 days from request from council.

4.6 CERTIFICATION

- ✓ A certificate of compliance for HVAC are to be attained on completion of repairs or maintenance (if necessary for maintenance). This should be accordance to the mechanical (air-conditioning industry).

4.7 GUARANTEE /WARRANTY

- ✓ All products (material and equipment) and repaired done to have a one (1) year guarantee. This is the condition the council is putting. With exception to serving of units.

4.8 CALL OUTS/ BREAKDOWN

- ✓ Contractor should avail himself for breakdown and call out 24hrs. a schedule will be provide on the document to state response time on call outs. Travelling expenses are to be claimed to the council and a rate to be stated (for labour) by contractor.
- ✓ Successful contractor must make sure that personnel on standby can be reached at all times on phone.

4.9 SERVICING OF UNITS:

Annexure "D"(specifications) provide for information of all units and small plants belonging to the council. It also state what is required from a minor and major service.

Replacement of units will take place if a unit cannot be repaired, and this must be authorised by technical services department. And this regard, after approval, quotation system will apply for the material purchase and the rate of technical personal will also apply’.

The service provision approach is as follows:

4.9.1 Regular Operating Hours with is Monday to Friday from 7:30 to 16:00:00, with the exception of:

- (a) Essential functions and emergencies must be provided on a 24 hour/7 days per week basis including state holidays, or as maybe required;
- (b) Instances of Service provision where the contractors may deem it practical to provide the Services outside of the Working Hours;
- (c) The response time to an emergency call out shall be a maximum of 3 hours.

4.9.2 If the Service Provider does not meet this requirement, the SED: Technical Services will, at its discretion, be allowed to engage the services of others to make the necessary repairs. The cost of such work shall be deducted from the fees payable to the Service Provider.

4.9.3 Service level requirements as per responsiveness to works requests will be measured as per table below:

Performance Measurement Criteria								Platinum	Gold	Silver	Bronze	Minimum
SERVICE LEVEL REQUIREMENTS(SLR)	Emergencies hours response time at local site	Working Hours	<15min	<30min	<1hrs	<2hrs	<3hrs					
	Emergencies hours response time at remote sites	Working Hours	2hrs	3hrs	4hrs	24hrs	48hrs					
	Job cards	Working Hours	3hrs	4hrs	5hrs	12hrs	24hrs					
	Works completed must be invoiced within 30 day	Days	30 Days									
	Quotations within 48 hrs for minor works		2hrs	3hrs	4hrs	24hrs	48hrs					
	Quotations within 7 days for major works All		4hrs	48hrs	4dys	5dys	7dys					
Acceptable Performance (AP)*			95%	85%	65%	50%	Acceptable					

4.10 SUBMISSION OF CLAIMS

All claims are to be submitted at technical services with invoice and statement after completion.

ANNEXURE D
SPECIFICATION ON SERVICES

SERVICE REQUIREMENTS: SMALL UNITS (SPLIT UNITS)

TYPE OF SERVICE		UNIT MAINTENANCE
MINOR	MAJOR	
*	*	CLEAN UNIT
	*	CHECK FOR CORROSION
	*	WASH EVAPORATOR COIL
	*	WASH CONDENSER COIL
	*	REMOVE & WASH & SET CONDENSER FAN BLADES
	*	REMOVE & WASH & SET EVAPORATOR FAN BLADE
	*	REMOVE WASH & SERVICE CONDENSER FAN MOTORS
	*	REMOVE WASH & SERVICE EVAPORATOR FAN MOTOR
*	*	CLEAN FILTERS
*	*	CLEAN DRAIN PAN
*	*	CLEAN DRAIN PIPE
	*	REPAIR DAMAGED PIPE INSULATION
	*	REPAIR DAMAGED UNIT INSULATION
	*	SECURE PIPES AND CABLES
*	*	CHECK SIGHT GLASS LEVELS
*	*	CHECK SIGHT GLASS COLOUR FOR DRYNESS
*	*	CHECK OIL LEVELS
	*	EFFICIENCY TEST COMPRESSORS
	*	CHECK & INSULATE EXPANSION VALVE BULB
	*	CHECK FOR HOT CONNECTIONS & REPAIR
*	*	CHECK FOR TRACES OF OIL/REFRIGERANT LEAKS
	*	TEST SUMP HEATERS FOR OPERATION
*	*	TEST HEATERS
	*	TEST VOLTAGE DROP OVER CONTACTORS
*	*	ALL COVERS IN POSITION
*	*	NO UNNATURAL NOISES
/		SAFETY INSPECTION
		CABLES UNDAMAGED
		GLANDS SECURED & UNDAMAGED
		SWITCHES & CB'S IDENTIFIED
		NO CORROSION ON CABLES
		EARTH CONTINUITY CORRECT
		UNIT SETTINGS
*	*	COOLING STAT SETTING
*	*	HEATING STAT SETTING
	*	COMPRESSOR 1 OVERLOAD SETTING
	*	EVAPORATOR FAN MOTOR OVERLOAD SETTING
	*	CONDENSOR FAN MOTOR 1 OVERLOAD SETTING
		UNIT PERFORMANCE RECORDINGS (After service with unit running)
		Fan speed maximum, select full cooling with filters in position
*	*	RETURN AIR TEMPERATURE(DB)
*	*	RETURN AIR TEMPERATURE(WB)

BID NO.: A004 - 2025/26 APPOINTMENT OF A PANEL OF CONTRACTORS TO REPAIR AND MAINTAIN HVAC ON VARIOUS MUNICIPAL BUILDINGS: SMALL PLANTS FOR A PERIOD OF 36 MONTHS

TYPE OF SERVICE		UNIT MAINTENANCE
MINOR	MAJOR	
*	*	SUPPLY AIR TEMPERATURE(DB)
*	*	SUPPLY AIR TEMPERATURE(WB)
*	*	COND AIR IN TEMPERATURE(DB)
	*	OPERATING VOLTAGE
	*	COMPRESSOR 1 RUNNING CURRENT
	*	EVAPORATOR FAN MOTOR CURRENT
	*	CONDENSOR FAN 1 MOTOR CURRENT
	*	SUCTION PRESSURE COMPRESSOR 1
	*	DISCHARGE PRESSURE COMPRESSOR 1
	*	HP TRIP PRESSURE COMPRESSOR 1
		Fan speed maximum, select full heating with filters in position
*	*	RETURN AIR TEMPERATURE(DB)
*	*	SUPPLY AIR TEMPERATURE(DB)

SERVICE REQUIREMENTS; SMALL UNITS

(WINDOW / WALL UNITS)

TYPE OF SERVICE		UNIT MAINTENANCE
MONTHLY	YEARLY	
*	*	CLEAN FILTER
*	*	CLEAN UNIT
	*	REMOVE UNIT & WASH EVAPORATOR COIL
	*	REMOVE UNIT & WASH CONDENSER COIL
	*	CHECK SMOOTH OPERATION OF SELECTOR SWITCH
	*	CHECK FOR CORROSION
	*	CHECK FOR HOT CONNECTIONS & REPAIR
	*	REMOVE UNIT & SERVICE FAN MOTOR
	*	REMOVE UNIT & WASH & SET CONDENSER FAN BLADE
	*	REMOVE UNIT & WASH & SET EVAPORATOR FAN BLADE
*	*	ALL COVERS IN POSITION
*	*	NO UNNATURAL NOISES
		SAFETY INSPECTION
	*	FLEXIBLE CORD UNDAMAGED
	*	GLANDS SECURED & UNDAMAGED
	*	SWITCH IDENTIFIED
	*	POLARITY CORRECT
	*	EARTH CONTINUITY CORRECT
	*	PLUG UNDAMAGED
	*	SUPPLY CORD LENGTH < 1.5M
		UNIT PERFORMANCE RECORDINGS (After service with unit running)
		Fan speed maximum, select full cooling with filter in position
*	*	RETURN AIR TEMPERATURE(DB)
*	*	RETURN AIR TEMPERATURE(WB)
*	*	SUPPLY AIR TEMPERATURE(DB)
*	*	SUPPLY AIR TEMPERATURE(WB)
*	*	COND AIR IN TEMPERATURE(DB)
*	*	TOTAL RUNNING CURRENT
*	*	OPERATING VOLTAGE
		Fan speed maximum, select full heating with filter in position
*	*	HEATING CURRENT
*	*	OPERATING VOLTAGE

NEWCASTLE MUNICIPALITY



VOLUME 1

PART 4: SITE INFORMATION

NEWCASTLE MUNICIPALITY

C4: SITE INFORMATION

SITE INFORMATION

GENERAL

This section describes the site at the time of Tender to enable the Tenderer to price his Tender and to decide upon his method of working and programming and risks.

CONTENTS

Clause	Description	Page no.
SI 1	SITE LOCATION Newcastle Maintenance services to be conducted within and around Newcastle Local Municipality area.	

SI 3 EXISTING SERVICES, SERVITUDES AND WAYLEAVES

Existing underground services are not known at this stage.

Should the Contractor damage an existing service he shall immediately contact the Engineer who will investigate the matter and determine liability for the damage.

All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant authority.

SI 4 SECURITY

The contractor shall be responsible for the security of his personnel; materials and construction plant on and around the site of the Works and for the security of his camp, and the Client in this regard will consider no claims.

SI 5 GEOTECHNICAL REPORT AND BOREHOLE CORES

There are no supporting documents for the above

SI 7 HYDROLOGICAL REPORT AND FLOODLINES

There are no supporting documents for the above

SITE LOCATION

ANNEXURE 'B'

PRICE SCHEDULE: WINDOW / WALL UNITS AND SPLIT UNITS

LOCATION	TOTAL UNITS
Protection Services	29
Municipal Stores	9
Roads and Sewer	9
Civil Services (HRD inclusive)	45
Parks, Cleansing and Recreation Centre	40
Cleansing Section (Hardwick Street)	10
Civic Offices	85
Newcastle Library	19
Lennoxton Library	11
Fairleigh Library	8
Mechanical Workshop	2
Publicity Association	5
Fort Amiel	8
Training Centre	6
Madadeni Civic Offices	21
Madadeni Civil Offices	27
Madadeni Library	17
Madadeni Section 6	11
Osizweni Civic Offices	31
Osizweni Civil Offices	8
Osizweni Fire Station	18
PMU Offices (HRD)	11
Ngagane Library	7
Mayor Parlour	3
Council Chamber	3
Show Hall	2

