MANGAUNG
AT THE HEART OF IT ALL

CENTLEC
Reg No. 2003/011612/30

BID DOCUMENT:

REPAIRS, MAINTENANCE, SERVICING, REPLACEMENT, SUPPLY OF SPARES, SUPPLY AND INSTALLATION OF AIR-CONDITIONING, REFRIGERATION UNITS AND EXTRACTOR FANS FOR CENTLEC OWNED, RENTED OFFICES AND SITES

BID NUMBER: CD30/2026

CLOSING DATE AND TIME:

EMPLOYER: **CENTLEC (SOC) Ltd** **30 Rhodes Avenue** **Oranjesig** **Bloemfontein** **9301** **Represented by:** Dr. MS Sekoboto Chief Executive Officer	**FOR ENQUIRES:** **TECHNICAL ENQUIRIES:** **Facilities Management** **Email:** Motsilisi.Makhaba@centlec.co.za Poloko.Thulo@centlec.co.za **ADMINISTRATIVE ENQUIRIES:** **Supply Chain Management** **Senior SCM Practitioner:** Ms. Palesa Makhele **Email:** Palesa.Makhele@centlec.co.za

PD P.K M.M.

Name of Bidder : .....

Bid Amount (Incl.Vat) : .....

Amount in Words (Incl.Vat) :.....

CSD Registration Number :.....

SUMMARY FOR BIDDERS` DETAILS

NAME OF BIDDER : _____

ADDRESS : _____

_____

_____

CELLPHONE NUMBER: _____

TELEPHONE NUMBER : _____

FAX NUMBER : _____

E-MAIL ADDRESS : _____

CLOSING DATE : _____

Signed by authorised representative of the BIDDER: _____

DATE: _____

MANGAUNG
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1. BIDDING PROCEDURES

1.1. BID NOTICE

CENTLEC (SOC) Ltd (hereafter referred to as CENTLEC), a Municipal Entity distributing electricity in Mangaung Metropolitan invites suitable professional bidders for the repairs, maintenance, servicing, replacement, supply of spares, supply and installation of air-conditioning, refrigeration units and extractor fans for CENTLEC owned, rented offices and sites for a period of thirty-six (36) months.

Table 1: Preferential Procurement Policy Framework

Bid No.	Description	Non-Refundable Bid Document Price	Compulsory Briefing Session	Price Preference Point System	Bid Closing Date and Time	Minimum Functionality Score
CD30/2026	CENTLEC (SOC) Ltd (hereafter referred to as CENTLEC), a Municipal Entity distributing electricity in Mangaung invites suitable professional bidders for the repairs, maintenance, servicing, replacement, supply of spares, supply and installation of air-conditioning, refrigeration units and extractor fans for CENTLEC owned, rented offices and sites for a period of thirty-six (36) months.	NOT APPLICABLE	N/A	80/20	SCM	60%

Preferential Procurement Policy Framework Act No.5 of 2000: Preferential Procurement Regulations 2022 and Supply Chain Management Policy of Centlec (SoC) Ltd will apply in the adjudication process. Method 4 of evaluation of the acceptable proposals will be applied and responsive bids are expected to score at least a minimum of 60 out of 100 points (60%) for functionality points to be considered for further evaluation. Bids will be adjudicated according to the 80/20 of the Price Preferential point system.

1.2. MANDATORY RETURNABLE DOCUMENTS

The following mandatory returnable documents forms part of the qualification criteria into the bid:

i Certified Copy of Company Registration certificate.
ii Certified Copy (ies) of Company director(s) Identification Documents.
iii Full CSD (not a summary) registration report (to be verified during evaluation and adjudication).
iv Supply municipal services (water, sanitation, rates, and electricity) clearance certificate or Lease Agreement with a current Bill and rates clearances, or Current Bill of Account not owing more than 90 days. In a case where the services are paid by the Landlord, the signed lease agreement and statement of account must be submitted by the bidder. In an event, that the Bidder utilizes prepaid services (e.g. Water or electricity) a valid municipal clearance certificate(s) must still be provided.
v Valid Letter of Good Standing (COIDA) from Department of Employment and Labour and other relevant authorities.
vi Valid SARS TCS (Tax Compliant Status) Pin.
vii Completion of all relevant and necessary document forms including all MBD forms.
viii Valid Proof of Indemnity (Insurance) of not less than R 559 000 for the duration of the contract.
ix Valid proof of Authority to sign the Bid.
x CIDB Requirement: Level 4ME and 3EB.

Bids will be subjected to the, CENTLEC Supply Chain Management Policy, and its Preferential Procurement Policy (PPR 2022). Original or certified valid copy of B-BBEE Certificate / or sworn B-BBEE affidavit must be submitted to claim preference points. Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for specific goals but will not be disqualified from the bidding process.

This bid document should be in a sealed envelope duly endorsed **"BID NUMBER AND DESCRIPTION."** must be placed in the bid box situated at 30 Rhodes Avenue, Oranjesig, Bloemfontein, 9301 on or before **the closing date**. Bidders are mandated to write their names, name of the bidding entity, contact details including e-mail addresses on the bid submission register next to the Bid Box as proof for submission, failure which, submission will NOT be considered for evaluation.

Collection of bid documents: Bid documents can be obtained on the municipal website: www.centlec.co.za, the e-tender portal (www.e-tender.gov.za) from the XXXXXXX. Bids received after closing date and time, faxed, completed with pencil, tipexed, incomplete document or e-mailed will not be considered.

NOTE: Only those bidders who are registered on the Central Supplier Database (CSD) registered prospective bidders are eligible to submit bids. The entity reserves the right to appoint more than one bidder. The entity does not bind itself to accept or award the lowest priced bid. The Council may elect to accept only part of the successful bid. Entity reserves the right not to appoint or withdraw the bid and the right to award the bid wholly or partly at its sole discretion. The adjudication process and the award, if an award is made, will conform to the requirements of the Supply Chain Management Regulations, the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations of 2022. Only the version of this notice and invitation contained in the bid document shall form part of the bid. No correspondences will be entered into with regards to evaluation scores obtained. Bids may only be submitted on the original bid documentation that is issued by the employer. Bids are valid for a period of one hundred and twenty (120) days after closing date.

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If you do not hear from us within 120 days after the closing date, please consider your bid unsuccessful, you can also visit Centlec website as all awarded bids are published.

PD RR

MBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF CENTLEC SOC LTD					
BID NUMBER:	CD30/2026	**CLOSING DATE:**		**CLOSING TIME:**	11:00
DESCRIPTION	**REPAIRS, MAINTENANCE, SERVICING, REPLACEMENT, SUPPLY OF SPARES, SUPPLY AND INSTALLATION OF AIR-CONDITIONING, REFRIGERATION UNITS AND EXTRACTOR FANS FOR CENTLEC OWNED, RENTED OFFICES AND SITES**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN *THE BID BOX SITUATED AT:*

30 Rhode Avenue,
Oranjesig
Bloemfontein
9301

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:		
SPECIFIC GOALS STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		SPECIFIC GOALS STATUS LEVEL/ SWORN AFFIDAVIT		☐ Yes ☐ No	

[A SPECIFIC GOALS STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Facilities Management
CONTACT PERSON	Ms. P Makhele	CONTACT PERSON	Me. Motsilisi Makhaba Me Poloko Thulo
TELEPHONE NUMBER	051-412 2753	TELEPHONE NUMBER	051-409-2235 051-409-2433
FACSIMILE NUMBER	n/a	FACSIMILE NUMBER	n/a
EMAIL ADDRESS	Palesa.Makhele@centlec.co.za	EMAIL ADDRESS	Motsilisi.Makhaba@centlec.co.za Poloko.Thulo@centlec.co.za

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, 2022, 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-SUCCESSFUL BIDDERS 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.
2.8. SUPPLY MUNICIPAL SERVICES (WATER, SANITATION, RATES, AND ELECTRICITY) CLEARANCE CERTIFICATE OR LEASE AGREEMENT WITH A CURRENT BILL AND RATES CLEARANCES, OR HARDWARE CURRENT BILL OF ACCOUNT NOT OWING MORE THAN 90 DAYS. IN A CASE WHERE THE SERVICES ARE PAID BY THE LANDLORD, THE SIGNED LEASE AGREEMENT AND STATEMENT OF ACCOUNT MUST BE SUBMITTED BY THE BIDDER.

2.8.1. IN AN EVENT THAT THE BIDDER UTILIZES PREPAID SERVICES (E.G. WATER OR ELECTRICITY) A VALID MUNICIPAL CLEARANCE CERTIFICATE(S) MUST STILL BE PROVIDED.

2.9. SUBMIT PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRALIZED SUPPLIER'S DATABASE.

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.

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4. **MANDATORY RETURNABLES, BID RULES AND INSTRUCTIONS (FAILURE TO COMPLY WITH THE PRE-SET REQUIREMENTS**
4.1. DULY COMPLETED AND SIGNED MBD 1 FORM BY BIDDER AND FORMAL WRITTEN PRICE QUOTATION BY THE BIDDER. 4.2. COMPLETION AND SIGNING OF ALL DECLARATION FORMS (MBD) 4.3. SUBMISSION OF A VALID SARS TCS PIN 4.4. PROOF AND DECLARATION THAT THE BIDDER IS NOT IN ARREARS OF MUNICIPAL RATES MORE THAN 90 DAYS 4.5. CIDB GRADING REQUIREMENT: LEVEL 4ME AND 3EB. 4.6. BIDDER MUST PROVIDE CERTIFIED ID COPIES OF ALL DIRECTORS, SHAREHOLDERS, AND PARTNERS. 4.7. ALL CERTIFIED COPIES MUST NOT BE OLDER THAN SIX (06) MONTHS FROM CLOSING DATE. 4.8. CERTIFIED COPY OF COMPANY REGISTRATION CERTIFICATE TO BE ATTACHED WITH THE BID DOCUMENT 4.9. CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION NUMBER, AND 4.10. DECLARATION THAT BIDDER IS NOT IN ARREARS OF ANY MUNICIPAL RATES, MUNICIPAL RATES OF EACH COMPANY DIRECTOR, VALID LEASE AGREEMENT AND LEASE DECLARATION BY LESSOR OR PROOF OF RESIDENCE FROM THE MUNICIPAL COUNCIL (IF OPERATING BUSINEES FROM AN INFORMAL NON-BILLED RESIDENTIAL AREA)

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: : .....

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE. ALL CERTIFIED COPIES MUST NOT BE OLDER THAN SIX MONTHS FROM BID CLOSING DATE. COPIES OF CERTIFIED COPIES WILL NOT BE CONSIDERED AS VALID COPIES.

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2. BID DATA

Clause	Wording (Data)
	The employer is Centlec (SOC) Ltd.
	The bid documents issued by the employer comprise: **1: BIDDING PROCEDURES** 1.1: Bid Notice and Invitation to Bid 1.2: Bid Data **2: RETURNABLE DOCUMENTS** 2.1: List of Returnable Documents **5: SCOPE OF WORKS**
	The Employer's agent is: The Chief Executive Officer Dr. MS Sekoboto Centlec (SOC) Ltd 30 Rhodes Avenue Oranjesig Bloemfontein 9301
	Only those bidders who satisfy the following eligibility criteria are eligible to submit bids: a) CSD Registered bidders. b) Bidders not listed on National Treasury's Bid Defaulters Database and Restricted suppliers. c) Bidders registered at the relevant and designated authorities/professional bodies.
	The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are: **Location of bid box**: Centlec (SOC) Ltd Supply Chain Management Offices **Physical address**: 30 Rhodes Avenue, Oranjesig, Bloemfontein 9301
	Postal address: 30 Rhodes Avenue, Oranjesig, Bloemfontein 9301
	A two-envelope procedure will not be followed.
	Compulsory Briefing Meeting Date and Time: YES Refer to the "call for bids" document for details of the site briefing session.
	The closing time for submission of bid offers is: Refer to the "call for bids" document.

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	Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will NOT be accepted.
	The bid offer validity period is 120 days.
Clause	**Wording (Data)**
	The bid shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
	The bidder is required to submit the following certificates with his bid: Particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if >R10 000 incl. VAT); and
	The time and location for opening of the bid offers are in accordance with regulation 23 of the MFMA
	Functionality Requirements: Prospective Bidders are required to score a minimum of 60 **points or 60%** for them considered for further evaluation
	the B-BBEE balanced scorecard - Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their Specific Goals rating claims as stipulated in the Preferential Procurement Policy Framework Act, Act No.5 of 2000 and Preferential Procurement Regulation 2022.
	Bid offers will only be accepted on condition that: the bidder has in his or her possession an original Tax Clearance Certificate / valid and compliant SARS TCS Pin issued by the South African Revenue Services;
	a) the bidder is registered with the Central Supplier Database of National Treasury; b) the bidder or any of its directors is not listed in the Register of Bid 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.
	the bidder has not: c) abused the Employer's Supply Chain Management System; or i) failed to perform on any previous contract and has been given a written notice to this effect; and ii) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially comprise the bid process.
	d) The number of paper copies of the signed contract to be provided by the Employer is ONE (1).
	The Entity reserves the right to appoint more than one bidder. The Entity reserves the right to cancel or withdraw the bid, or not to award.

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3. RETURNABLE DOCUMENTS

(Bidder Must comply with the set out Schedules below, bid rules and Instructions, failure to comply will result in bid being nonresponsive). THE FOLLOWING FORMS and documents are mandatory returnable for bids to be considered responsive:

LISTS OF RETURNABLE DOCUMENTS

i. Certificate of Attendance at clarification meeting (not applicable).

ii. Record of addenda (where applicable).

iii. Certificate of Authority of Signatory and Proof / Letter of Authority to Sign Bid Document.

iv. Registration certificate / Agreement / Identity Documents.

v. Tax Clearance Requirements – Valid SARS TCS PIN.

vi. Declaration by Bidder MBD 4 (Declaration of Interest). ***Bidders must take note of point 3.14 and must declare all related companies or businesses in which they hold a directorship. Should the organ of state establish, through the CSD report, that a bidder failed to declare any such related company or business, the bid will be considered non-responsive.***

vii. Declaration by Bidder MBD 5 (Procurement expected to exceed R10m).

viii. Declaration by Bidder MBD 6.1 (Preference Claim Points).

ix. Declaration by Bidder MBD 8 (Bidder's Past Supply Chain Management Practices).

x. Declaration by Bidder MBD 9 (Certificate of Independent Bid Determination).

xi. Comprehensive (Not Summary) Central Supplier Database (CSD) Report.

xii. Supply municipal services (water, sanitation, rates, and electricity) clearance certificate or Lease Agreement with a current Bill and rates clearances, or Current Bill of Account not owing more than 90 days. In a case where the services are paid by the Landlord, the signed lease agreement and statement of account must be submitted by the bidder. In an event, that the Bidder utilizes prepaid services (e.g. Water or electricity) a valid municipal clearance certificate(s) must still be provided.

xiii. Valid Proof of Indemnity (Insurance) of not less than R 559 000 for the duration of the contract.

xiv. Valid Letter of Good Standing (COIDA) from Department of Employment and Labour and other relevant authorities.

xv. Compulsory Enterprise Questionnaire.

xvi. CIDB Requirement: Level 4ME and 3EB.

LIST OF OTHER RETURNABLE DOCUMENTS FOR EVALUATION PURPOSES:

i. Copy of certified B-BBEE SANAS certificate or valid Sworn affidavit certificate

ii. Minimum requirement stipulated on the call for bids, must also be adhered to.

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Note: In Addition: Bidders who fail to comply with the underneath pre-set Bid Instructions and Rules will not be accepted (will be rejected as non-responsive):

All certified documents must not be older than three months from bid closing date, all alterations and cancellations to bid document must be signed by the authorised signatory, employer reserves the right to disqualify bidders for infringing any of the Standard Bid Conditions, rules and issued instructions. ALL pages of the bid document must be initialled by authorised signatory. Copies of certified copies will not be accepted as valid copies. Bidder's whose names appear on the National Treasury list of Restricted Suppliers and Defaulters will not be accepted.

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PROOF / CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that (*bidder)*..... of *(address)*.....

.....

.....was represented by the person(s) named below at the compulsory meeting held for all bidders 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 / or matters incidental to doing the work specified in the bid documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the bid.

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: .....

Capacity: .....Date and Time: .....

RECORD OF ADDENDA TO BID DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		

Attach additional pages if more space is required. Bidders are required (mandatory to sign the underneath declaration) irrespective of an Addendum issued or not.

Signed..... **Date**.....

Name..... **Position**.....

Bidder.....

CERTIFICATE OF AUTHORITY FOR 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, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents. Bidders MUST attach valid Proof of Authority to sign the bid to this form under the Company's Letterhead.**

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV)JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I, ...chairperson of the Board of Directors of

.....hereby confirm that by resolution of the Board (copy attached) taken

on.....20.....Mr/Ms .....acting in the capacity of.....

was authorized to sign all documents in connection with the bid for Contract No .....and any contract resulting from it, on behalf of the company.

Chairman : .....

As Witnesses : 1. .....

2. .....

Date : .....

(ii) 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

documents in connection with the bid for Contract No ……..……..and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,…… hereby authorize Mr/Ms

……..acting in the capacity of……... ……to sign all

documents in connection with the bid for Contract No ……...and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

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We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize

Mr/Ms.....authorized signatory of the company,.....

acting in the capacity of lead partner, to sign all documents in connection with the bid offer for Contract No

.....and any contract resulting from it, on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE NAME AND CAPACITY
Lead Partner		

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

.....

Signature of Sole owner .....

As Witnesses:

1. .....

2. ..... Date .....

PD P.R

CERTIFIED COPIES OF REGISTRATION CERTIFICATE / AGREEMENT/ ID DOCUMENT

(Important note to Bidder: certified copies of Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and must be inserted here)

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MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.

2. Bidder must attach a valid SARS TCS Tax Compliance Status Pin Failure to submit the valid Tax Compliance Status (TCS) PIN from SARS will invalidate the bid.

3. In bids where Consortia / Joint Ventures / Sub-successful bidders are involved each party must submit a separate SARS Tax Compliance Status Pin

MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date .....

OFFER TO BE VALID FOR.....**120**...DAYS FROM THE CLOSING DATE OF BID.

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

- Required by: .....
- At: .....
- Brand and Model N/A
- Country of Origin .....
- Does the offer comply with the specification(s)? *YES / NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
  *Delivery: Firm / Not firm
- Delivery basis .....

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

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

*Delete if not applicable

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MBD 4

DECLARATION OF INTEREST

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

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

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

   Full Name: .....

   Identity Number: .....

   Company Registration Number: .....

   VAT Registration Number: .....

   Are you presently in the service of the state? **Yes / No**

   If so furnish particulars: .....

   .....

   Have you been in the service of the state in the last twelve months? **Yes / No**

   If so furnish particulars .....

   .....

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

(a) a member of

(1) any municipal council;
(2) any provincial legislature; or
(3) the national Assembly or the national Council of PROVINCES;

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(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
(e) constitutional institution within the meaning of the Public Finance Management Act, 1999 (act no 1 of 1999);
(f) a member of the accounting authority of any national or provincial 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**

If so, furnish
particulars.....

.....

Are *you*, aware of any relationship (family, friendly, other) between a bidder and persons in the service of the state who may be involved with the evaluation and adjudication of this bid. **Yes / No**

If so, furnish
particulars.....
.....

.....

Are any of the company's directors, managers, principle Shareholders or stakeholders in the service
of the State? **Yes / No**

If so, furnish particulars.....

.....

Is any spouse, child, or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state? **Yes / No**

If so, furnish particulars.....

.....

PD P-R M-M-

Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract[1]. **Yes / No**

If so, furnish particulars:.....

.....

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED ON THE DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

---

[1] ***The bidder must submit a duly completed declaration confirming whether the bidder, or any of its directors, trustees, managers, principal shareholders or stakeholders, has any connection with or financial interest in any related company or business, regardless of whether that company or business is bidding for this contract.***
An "interest" may include:

- ***Being a director, trustee, partner, member or owner of another business.***
- ***Holding shares or a beneficial ownership interest in another company.***
- ***Exercising control or influence over another business.***
- ***Receiving, or potentially receiving, a financial benefit from that business***

PD PR

....

SIGNATURE **DATE**

.....

POSITION

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10-MILLION (ALL APPLICABLE TAXES INCLUDED) for all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

		Tick applicable box	
1.	By law you are 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 OR MU for more than three months or any other bidder 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 bidder in respect of which payment is overdue for more than 30 days.		
2.2	If yes, provide particulars:		
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	Yes	No
3.1	If yes, provide 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, provide particulars:		

CERTIFICATION

I, the undersigned 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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)

PD PR M.M

DATE:	CAPACITY:

MBD 6.1

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

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 BID AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

---

1. GENERAL CONDITIONS

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

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

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

a) The value of this bid is estimated **to exceed R 50 000 000** and
b) therefore the **90/10** preference point system will be applied.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this bid are allocated as follows:

	POINTS

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

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

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

2. DEFINITIONS

(a) **"bid"** 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 bidding process or any other method envisaged in legislation;

(b) **"price"** means an amount of money bided 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) **"bid 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:

PD PR

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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 bid. For the purposes of this bid the bidder 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 bid:

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 bid documents, stipulate in the case of—

(a) an invitation for bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest

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acceptable bid will be used to determine the applicable preference point system; or

(b) any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid 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 bid 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 bidders: The bidder MUST indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)
50% or more Black Owned enterprise *To be verified through CIPC Certificate, or share certificate CSD Report*	10		5	
50% or more Women shareholding *To be verified through CIPC Certificate, or share certificate CSD Report*	5		2.5	
50% or more Youth shareholding *To be verified through CIPC Certificate, or share certificate CSD Report*	5		2.5	
Total Specific Goals Points	20		10	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company

PD PR

- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

PD P.R M.M.

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 bid, 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 successful bidder 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 biding process;

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

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

(d) recommend that the bidder or successful bidder, 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 BIDDER(S)
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....
	.....
	.....

PD P.R M.M.

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – MBD 8

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

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

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

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

Item	Question	Yes	No
1.1	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 National Treasury after the *audi alteram partem* rule was applied).**	Yes ☐	No ☐
1.1.1	If so, furnish particulars:		
1.2	**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 Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Bid Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 3265445).**	Yes ☐	No ☐
1.2.1	If so, furnish particulars:		
1.3	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 ☐
1.3.1	If so, furnish particulars:		
1.4	Does the Bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
1.4.1	If so, furnish particulars:		
1.5	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 ☐
1.5.1	If so, furnish particulars:		

PD PR M.M.

***where the entity biding is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule**

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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.

Signed ..... **Date** .....

Name ..... **Position** .....

Bidder

.....

PD PR M.M.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

PD P.R M.M.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word

   "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   - (a) has been requested to submit a bid in response to this bid invitation;
   - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   - (a) prices;
   - (b) geographical area where product or service will be rendered (market allocation)
   - (c) methods, factors or formulas used to calculate prices;

PD P.R M.M.

(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.

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

PD P.R M.M.

PROOF OF CSD REGISTRATION

Bidders MUST attach Proof of Comprehensive CSD registration report hereto and provide CSD Supplier Number:

MAAA_____

CERTIFICATION

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

I FURTHER UNDERTAKE FULL REPSONSIBILITY FOR ANY INCORRECT INFORMATION PROVIDED AND THAT THE EMPLOYER (CENTLEC (SOC) Ltd.) MAY NOT BE HELD ACCOUNTABLE FOR INCORRECT INFORMATION PROVIDED.

Signed **Date**

Name **Position**

PD P.R M.M.

MUNICIPAL UTILITY ACCOUNT / LEASE AGREEMENT / PROOF OF RESIDENCE

(Affix hereto RECENT / LATEST proof of municipal services account for tax & rates STATEMENT not owing more than three (3) months hereto) / Valid lease Agreement (Proof that leased premises rates are not in arrears for more than 90 days) / Proof of Residence for bidders that reside in non-billed municipal area or jurisdiction. Bidders MUST complete the clearance certificate a set out below.

PD M.M.

CLEARANCE CERTIFICATE FOR WATER & LIGHTS

Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the bidder are not in arrears for more than three months, with the relevant municipality in the municipal area where the bidder conduct his / her business or if the bidder is a tenant, a Letter from the Landlord stipulating the office space leased and the payment status of the service charges. Should the above not be applicable NO AFFIDIVIT will be acceptable ONLY AN OFFICIAL COUNCIL LETTER OF RESIDENCE from bidders residing in non-billed areas will be acceptable (subject to verification)

Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with **X** where appropriate):

	QUESTIONS	YES	NO
1.	Do you own a property?		
2.	Do you receive a municipal rates account?		
3.	Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?		
4.	If yes, provide the following details:		
4.1	▪ Municipality name		
4.2	▪ Municipal account number		
5.	**If yes, please attach proof in the form of the original or certified copy of the bidder's municipal rates and taxes account not older than 3 months**		
6.	Does the bidder lease / rent the property where the business is situated?		
7	If yes, provide the following details:		
7.1	▪ Landlord name		
7.2	▪ Address property is situated		

PD P.K M.M.

7.3	▪ Contact number of landlord		
8.	**Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof**		
I, (*Insert full name*)			
of (*insert physical address*)			
being a Director, Principal Shareholder, owner of company (*Insert company name*)			
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE:	**DATE:**		

*** IMPORTANT: IF YOU FAIL TO COMPLETE THIS FORM, PLEASE REGARD YOUR BID AS NON RESPONSIVE**

PD P.R M.M.

Names of all directors, their ID numbers and municipal account number.

Director / Shareholder / partner	ID Number of Director / Shareholder / Partner	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)	Municipality where the account is held

- Certified copies of municipal accounts mentioned of each Director, Shareholder, and partner listed above (Not older than 3 months).

CERTIFICATION

(AUTHORISED SIGNATORY)

I, THE UNDERSIGNED (FULL NAME).....

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

I FURTHER UNDERTAKE FULL REPSONSIBILITY FOR ANY INCORRECT INFORMATION PROVIDED AND THAT THE EMPLOYER (CENTLEC SOC LTD) MAY NOT BE HELD ACCOUNTABLE FOR INCORRECT INFORMATION PROVIDED.

Signed.....

Date.....

Name.....

Position.....

Bidder **.....**

PD P.R M.M.

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaire 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 proprietor 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 three partners

Section 5: particulars of companies and close corporations

Company registration number.....

Close corporation number.....

Tax reference number.....

Section 6: record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, 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 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
- ☐ A member of any municipal council

- ☐ An employee of any provincial department national or provincial public entity or constitutional institution within the meeting of public finance management Act, 1999 (act 1 of 1999)
- ☐ A member of an accounting authority of any national or provincial public entity
- ☐ An employee of parliament or a provincial legislature

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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: Indicate by marking the relevant boxes with a cross, if any sole proprietor, 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 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
- ☐ A member of any municipal council
- ☐ An employee of any provincial department national or provincial public entity or constitutional institution within the meeting of public finance management Act, 1999 (act 1 of 1999)
- ☐ A member of an accounting authority of any national or provincial public entity
- ☐ An employee of parliament or a provincial legislature

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

*insert separate page if necessary

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

PD P.R M.M.

(i) Authorise the employer to obtain a tax clearance certificate from the South African Revenue services that my/our tax matters are in order;

(ii) Confirms that the neither the name of the enterprise or the name of any partner, manage, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the register on the bid 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 biding entities submitting bid offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

(v) Confirms that the contents of this questionnaire are within my personal knowledge and are to be the best

(vi) Of my belief both true and correct.

Signed ..... Date .....

Name.....

Position.....

Bidder.....
.

P.R

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COMPANY INFORMATION:

HEAD OFFICE	
Physical address Building: Street: Suburb: City/Town: Province District/Metropolitan Council: Local Municipality:	
Postal address	
Telephone no.	
Fax no.	
E-mail	
If subsidiary company- state name of holding company	

DETAILS OF BRANCH OFFICES:

BRANCH OFFICE	
Physical address Building: Street: Suburb: City/Town: Province District/Metropolitan Council: Local Municipality:	
Postal address	
Telephone no.	
Fax no.	
E-mail	
If subsidiary company- state name of holding company	

PD P.R M-M

4. EVALUATION CRITERIA

Proposals documents will be evaluated in three phases. The evaluation criteria for the assessment of the proposals will be on mandatory returnable documents, functionality and financial aspects.

In the first phase:

Bids will be evaluated on mandatory returnable documents as listed and required in the document.

In the second phase:

Proposals will be evaluated according to the functionality criteria indicated apart from those laid down in the preferential procurement regulations, 2022 pertaining to the preferential procurement policy framework Act 5 of 2000. Bidders are expected to score a minimum of **60%** to be ACCEPTED:

QUALITY / FUNCTIONALITY EVALUATION OF THE PROPOSALS:

EVALUATION CRITERIA

No	Criteria	Description	Min Points	Max Points	Verification Method
1.	Track record and experience	Has the bidder successfully provided these services in the last five (5) years? A minimum of two (2) reference letters of confirmation is required where the works were completed. Two (2) letters = **15 points** Three (3) or more letters = **30 points**	15	30	Reference letters must be on the company`s letterhead stamped and signed by a duly authorized company representative.
2.	Resources	Does the bidder have the necessary resources like light delivery vehicles, electrical and mechanical toolboxes and extension ladders? (Proof of ownership, intention to lease should be submitted) 2 x light delivery vehicles, 1 x electrical and 3 x mechanical toolboxes and 1 x 6m extension ladder = **10 points**	10	20	Proof of ownership or lease agreement or commitment letter in the company's name.

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No	Criteria	Description	Min Points	Max Points	Verification Method
		3 or more light delivery vehicles, 2 or more electrical and 4 or more mechanical toolboxes and 2 or more 6m extension ladder = **20 points**			
3.	Capability	Does the bidder have qualified personnel to complete the project as indicated in the scope of works. Submit CVs' and certified copies of qualifications of all personnel involved. a. A Qualified Electrician with a Wireman`s license = **10 points** b. Three (3) or more qualified air-conditioning installers with a Refrigeration and Air Conditioning Mechanic = **20 points**	30	30	CV`s and certified copies of Trade Test Certificates
4.	Local (Mangaung) operational capability and economic investment	Does the bidder have a local office with operational capability? (a) Existing and established local office = **20 points** (b) If not, but within RSA = **5 points**	5	20	Municipal tax and rates account or a lease agreement contract in the name of the business with statement of account
		Points	**60**	**100**	

A bidder who gets a minimum of 60 points and above will qualify to the next stage.
The bidder must score minimum points as follows:

Item 1: Minimum points = 15

Item 2: Minimum points = 10

Item 3: Minimum points = 30

Item 4: Minimum points = 5

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5. SCOPE OF WORK / SPECIFICATION

5.1. BACKGROUND

CENTLEC, located in Mangaung Metropolitan, has priorities to maintain a comfortable and healthy indoor environment for employees, improving productivity and well-being through temperature and humidity control, and air quality.

5.2. OBJECTIVES

To appoint a bidder that will render the servicing, supply of spares and all air-conditioning and refrigeration related services.

5.3. SCOPE OF WORK

The successful bidder will be responsible for the supply of spares, repairs, maintenance, servicing, replacement, supply and installation of air-conditioning, refrigeration units and extractor fans for CENTLEC owned, rented offices and sites for a period of thirty-six (36) months.

5.4. TECHNICAL SPECIFICATION

5.4.1. Repair and Maintenance

5.4.1.1. There are various types of air-conditioning units (±250 units) at the different departments, ranging from split units and console units to central air conditioning units as well as refrigeration units (±100).

5.4.1.2. Provisioning of quality repair and maintenance service – to offer the capacity of a 24 hour, 7 days per week service; to perform the work as required to take all necessary precautions to prevent reoccurrence; and provide quality parts and material to maintain related equipment in proper operating condition.

5.4.1.3. Fault find, repair and maintain Alternating Current (AC) motors, circuitry and controls as applied to air conditioning, refrigeration and ventilation installations.

5.4.1.4. Inspect and maintain electrical control panels and circuitry as used for air-conditioning, refrigeration and ventilation installations.

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5.4.1.5. Bi-Annual maintenance/services (to submit service records after completion). Server rooms, control rooms (security and network) and call centre must be serviced quarterly.

5.4.1.6. For Emergencies: the successful bidder must be able to respond to emergency calls (units in the server rooms) within one (1) hour of being notified of such emergency to assess the problem, recommend a possible solution and perform the required work as agreed upon.

5.4.1.7. The work consists of the supply of material, labour, transport, equipment and supervision necessary to the work assigned.

5.4.1.8. Repair and installation must comply with all applicable requirements of the applicable national acts and regulations for work performed including but not limited to SANS 10142 and SANS 10173.

5.4.2. Services covered are, but not limited to:

5.4.2.1. Repair/replace any air-conditioning or refrigeration units, for example piping, fittings or valves,

5.4.2.2. Troubleshoot and repair to all units

5.4.2.3. Annual maintenance checks

5.4.2.4. Replacements and alterations

5.4.2.5. All repairs necessary to maintain the existing systems

5.4.2.6. Prepare and submit reports as and when required.

5.4.2.7. The successful bidder must ensure that when the unit needs to be removed for repairs, the hole in the wall must be temporarily covered with galvanized sheeting.

5.4.2.8. The successful bidder shall draw up the necessary job cards from their maintenance programme, or in response to emergency call outs, and hand the completed cards to CENTLEC for verification and acceptance that the work has been duly executed.

5.4.2.9. Implement a system whereby each item of equipment's history of maintenance and repairs are recorded and retrievable at all times.

5.4.2.10. All records shall remain the property of CENTLEC and shall be handed over to CENTLEC at the end of the contract period.

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5.5. New and Replacement Units

5.5.1. Installation of air-conditioning units, all units to be split units with heating and cooling function, using the R-410A refrigerant and not the R-22 refrigerant.

5.5.2. The successful bidder is required to ensure the comprehensive installation of the units, which includes providing and installing all necessary electrical supplies from the relevant distribution boards. The bidder must determine whether electrical connections are available for the units to be installed. In cases where electrical connections for the air conditioning units are absent, the successful bidder must incorporate the provision and installation of such connections in their price.

5.5.3. A Certificate of Compliance for the electrical work must be submitted on completion of the installations.

5.5.4. No second-hand/used equipment or spare parts of any description may be used for supply or installation.

5.5.5. Removal of any debris, caused by the installation, from the sites and clean the affected work areas when the installations have been done.

5.5.6. All new installations must comply with the latest wiring code, i.e. SANS 10142 and 10173.

5.5.7. All equipment supplied and installed must comply with the applicable South African National Standards (SANS) requirements and good engineering practices.

5.5.8. The thermal insulation must comply with the relevant SANS specifications.

5.5.9. As-built drawings for the Electrical and Air-conditioning installation must be provided by the successful bidder after installation. "As Built" drawings are the drawings embodying all modifications made and equipment installed during construction. Detailed installation and operation manuals must be supplied.

5.5.10. All server rooms shall be supplied and fitted with 24/7 temperature monitors and alarm systems link to the CENTLEC security control room.

5.5.11. The successful bidder must provide a written guarantee on each installed units and the workmanship.

5.5.12. Payment will be processed after the completion of work and submission of the signed work performance certificate for all work done.

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5.6. The responsibility of the successful bidder shall include but not be limited to the following;

5.6.1. The successful bidder shall give their personal attention to the work, while in progress and shall always provide a competent and reliable superintendent.

5.6.2. CENTLEC shall not pay for any unproductive or duplicated time spent by the successful bidder on any assignment as a result of staff changes.

5.6.3. The Successful bidder shall prepare and supply comprehensive manuals for the successful operation and maintenance of the installations with the following as a minimum, in the following segments indicated:

5.6.3.1. System description on monitoring and controlling equipment in server rooms:

i. A comprehensive description of the system, including schematic diagrams.

ii. Commissioning Data

iii. The results of all checks and measurements as recorded during the commissioning period, shall be compiled in such a manner that every check and measurement is clearly defined.

5.6.3.2. Operating Instructions

i. Plant running checklist and frequency of servicing.

ii. Safety precautions to be taken.

iii. Manual and automatic operation.

iv. Operator's duties.

v. Starting and stopping procedures.

vi. Mechanical Equipment

vii. Description of all major items of equipment with the make, model number, names, addresses and telephone numbers of the Supplier, Manufacturer or their Agents.

viii. Design capacities of all equipment including selection parameters, selection curves, capacity tables, etc.

ix. Manufacturer's brochures and pamphlets.

x. Schedule of spares with part numbers recommended to be held in stock by the Department.

5.6.3.3. Maintenance Instructions

i. Schedule of maintenance particulars, frequency of service and replacements.

ii. Troubleshooting guides.

iii. Part number of all replacement items and spares.

iv. Capacity curves of pumps, fans and compressors.

v. Serial number of main items of equipment.

5.7. Call Outs

5.7.1. The successful bidder shall have a 24/365 callout facility.

5.7.2. The maximum period within which the successful bidder must respond to an emergency call is one (1) hour from notification.

5.7.3. Should the successful bidder not adhere to the emergency response time, particularly to server rooms, any damage caused due to the temperature rise will be for the cost of the successful bidder.

5.8. Maintenance Staff

5.8.1. The successful bidder shall employ and manage their maintenance staff to ensure timely and efficient execution of the works with minimum interruption to CENTLEC.

5.8.2. Operators and any other staff members working on CENTLEC's premises must be issued with safety clothing with the company's name clearly visible.

5.8.3. Capable of doing repairs on all the required facilities.

5.8.4. All nominated, selected and direct sub-contractor shall be deemed to be employees of the successful bidder.

5.9. Responsibilities of CENTLEC

5.9.1. Provide safe prompt and reasonable access to the successful bidder for maintenance activities, as well as use of all necessary facilities.

5.9.2. Sign-off the successful bidder`s job cards to certify that work has been done by the successful bidder, but not accepting responsibility for the quality and adequacy of the work performed.

5.9.3. Approve quotations submitted by the successful bidder for spares and materials.

5.10. The successful bidder shall ensure the following

5.10.1. The safety of users of the equipment.

5.10.2. All regulations as per the OHS Act are adhered to.

5.10.3. The accuracy and reliability of equipment performance.

5.10.4. That preventative maintenance is always carried out.

5.10.5. The maintenance is carried out in a programmed sequence in accordance with the maintenance programme, so as to protect CENTLEC's Investment.

5.11. Maintenance Programme

5.11.1. The successful bidder shall prepare a maintenance programme indicating when specific preventive maintenance activities shall be performed. All required maintenance activities for the duration of the contract shall be performed within the required timeframes as agreed between CENTLEC and the successful bidder.

5.11.2. In the event of any delays against the programme the successful bidder shall expedite the maintenance work to make up for any delays.

5.11.3. The successful bidder shall allocate sufficient staff on the contract to ensure completion of the works within programme and within normal working hours.

5.12. General

5.12.1. CENTLEC's normal working hours are from 07H30 to 16H00 Monday to Friday, excluding Public Holidays. The successful bidder shall undertake to carry out the maintenance and/or repairs, if required, during CENTLEC's normal working hours, unless prior arrangements for working outside CENTLEC's normal working hours have been made.

5.13. Damage of CENTLEC's property

5.13.1. After completion of a project, the successful bidder shall leave the site or equipment in a tidy condition and shall make good any damage to equipment or structures resulting from such maintenance operations. Failure to do so will result in that CENTLEC making good such damage and that the cost of such repairs will be debited against the successful bidder`s account.

5.14. Materials to be used

5.14.1. In the execution of this contract the successful bidder shall use only material or parts of the best quality acceptable to the trade. Should it be revealed that material or parts of inferior quality is being or was used, CENTLEC shall have the right to order such material or parts to be dismantled or removed as the case may be and replace it by material or parts of approved quality at the successful bidder's expense. CENTLEC Representative`s decision in these matters will be deemed as final.

5.14.2. Quantities and/or services may be adjusted according to CENTLEC's needs.

6. SPECIAL CONDITIONS

6.1 The successful bidder will be expected to enter into a Service Level Agreement with CENTLEC for thirty-six (36) months.

6.2 The successful bidder shall be required to submit a Health and Safety file, in accordance with the OHS Act 85 of 1993, before the commencement of duties. The Health and Safety file will have to meet the CENTLEC standard that forms part of this specification, and it will have to be submitted within two weeks of receiving the appointment letter.

6.3 The successful bidder must provide MSDS (Material Safety Data Sheet) for all chemicals used onsite.

6.4 The successful bidder must conduct vetting processes (criminal record checks) for the company`s Directors and all operational personnel. The vetting results shall be submitted to CENTLEC Security Manager within seven (7) days of appointment.

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6.5 The successful bidder shall ensure that their employees are properly informed and trained to perform the task. The successful bidders' employees who will be on site, shall attend and complete, successfully, the SOP course at the CENTLEC Training Centre. The pass mark must be 70%.

7. PRICING DATA

7.1. PRICING INSTRUCTIONS

C7.1.1 The quantities set out in the specification provided are approximate and do not necessarily represent the actual amount of QUANTITIES / VOLUME to be supplied. The quantities of supplied and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

C7.1.2 The prices and rates to be inserted in the Bills of Quantities (in your bid document) are to be the full inclusive prices described under the several items. Such prices and rates shall cover all costs and expenses that may be required for the delivery of items as described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the bid is based, as well as overhead charges and profit.

C7.1.3 A price or rate is to be entered against each item in the Schedule/Bills 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 Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

C7.1.4 Price to be inserted to in unit terms as stated

C7.1.5 All quoted prices must in South African Currency (Rand)

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7.2. PRICING SCHEDULE

7.2.1. All prices should be in ZAR (R) and must be exclusive of VAT.

7.2.2. The contract price(s) shall be subject to a price increase. The increase may be considered based on the following, but not limited to: SEIFSA, CPA and CPI etc.

A. New installations and spares

Description	Quantity	Material Price (R)	Labour Price (R)
Midwall split unit 9000 BTU	1		
Midwall split unit 12000 BTU	1		
Midwall split unit 18000 BTU	1		
Midwall split unit 24000 BTU	1		
Midwall split unit 36000 BTU	1		
Midwall split unit 48000 BTU	1		
Cassette Unit 18000BTU	1		
Cassette Unit 24000BTU	1		
Cassette Unit 36000BTU	1		
Under Ceiling unit 18000BTU	1		
Under Ceiling unit 24000BTU	1		
Under Ceiling unit 36000BTU	1		
Portable AC unit 12000 BTU	1		[redacted]
Portable AC unit 18000 BTU	1		
Portable AC unit 24000 BTU	1		
Floor standing AC unit 9000 BTU	1		
Floor standing AC unit 9000 BTU	1		
Floor standing AC unit 18000 BTU	1		
Floor standing AC unit 60000 BTU	1		
Celling mounted extractor fan	1		
Wall mounted extractor fan	1		
Gas filling of aircons	1		
Gas filling of fridges	1		
Repair of pc boards	1	"Strip & quote"	
Repair of fridges	1		
Repair fan motor unit	1		
Repair aircon compressor unit	1		
Replacement fan motor	1		
Replacement aircon compressor unit	1		
Copper Pipping	1m		[redacted]
Major servicing of aircon	1		
Universal remote	1		[redacted]
Condensate pump	1		
Drain pump	1		
Flush and drier	1		

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Description	Quantity	Material Price (R)	Labour Price (R)
Electrical supply to the unit	1		

B. ADHOC work

Category	Details	Rates	Price (vat excl.)
ADHOC work e.g. Any other items not specified above and/ or work preparations. Price must be market related. **Maximum of 10% Mark up on labour for unspecified work related to the scope of work.**	Labour cost on unspecified work	p/h	10%
Kilometre rate	AA rates based	p/km	R
Maximum of 10% Mark up on material purchased for unspecified work related to the scope of work.	Percentage	%	10%

8. GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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

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

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

1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. **"Day"** means calendar day.

1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.

1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.

1.10. **"Delivery** into consignees store ne or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-
competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14. **"GCC"** means the General Conditions of Contract.

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

1.16. **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subsuccessful bidders) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to
the factory in the Republic where the supplies covered by the bid will be manufactured.

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

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

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1.19. **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
1.20. **"Project site,"** where applicable, means the place indicated in bidding documents.
1.21. **"Purchaser"** means the organization purchasing the goods.
1.22. **"Republic"** means the Republic of South Africa.
1.23. **"SCC"** means the Special Conditions of Contract.
1.24. **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25. **"Written"** or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2. With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1. The supplier shall not, without the purchaser's prior written consent disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause
5.3. except for purposes of performing the contract.
5.4. Any document, other than the contract itself mentioned in GCC clause
5.5. shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.6. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

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7. Performance security

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

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

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

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

7.3.2 . a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

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10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4 performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

13.1.5 training of the purchaser's personnel, at the supplier's plant and/or onsite, in assembly, start- up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

14.1.1 such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and in the event of termination of production of the spare parts:

14.1.2 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.3 following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

15.3. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

21.5. Except as provided under GCC Clause 25, a delay by the supplier in the

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performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause without the application of penalties.

21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

23.1.1 if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; if the Supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
23.6.1 the name and address of the supplier and / or person restricted by the purchaser;
23.6.2 the date of commencement of the restriction
23.6.3 the period of restriction; and
23.6.4 the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. **Anti-dumping and countervailing duties and rights**

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

25. **Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.1. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. **Termination for insolvency**

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

27. **Settlement of Disputes**

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5. Notwithstanding any reference to mediation and/or court proceedings herein,

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27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
27.5.2 the purchaser shall pay the supplier any monies due the supplier.

28. **Limitation of liability**

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

29. **Governing language**

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

30. **Applicable law**

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

31. **Notices**

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

32. **Taxes and duties**

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

33. **National Industrial Participation (NIP) Programme**

The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

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34. Prohibition of Restrictive practices

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

34.2. If a bidder(s) or successful bidder(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3. If a bidder(s) or successful bidder(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or successful bidder(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or successful bidder(s) concerned.

9. APPENDIX: STANDARD CONDITIONS OF BID

Standard Conditions of Bid
(AS PER GOVERNMENT GAZETTE NO. 29138 OF 18 AUGUST 2006)
(As contained in Annexure F of the Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

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

F.1.2 Bid Documents

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

F.1.3 Interpretation

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

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

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

a) **comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration

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

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

d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

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F.1.4 Communication and employer's agent

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

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

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

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a bid process or the rejection of all responsive bid offers re-issue a bid covering substantially the same scope of work within a period of six (6) months unless only one bid was received and such bid was returned unopened to the bidder.

F.2 Bidder's obligations

F.2.1 Eligibility

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

F.2.2 Cost of biding

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

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F.2.5 Reference documents

Obtain, as necessary for submitting a bid 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 bid documents by reference.

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The bidder is required to seek adequate cover for covering liability that may ensue during the contract term.

F.2.10 Pricing the bid offer

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

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

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

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

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F.2.11 Alterations to documents

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

F.2.12 Alternative bid offers

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

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

F.2.13 Submitting a bid offer

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

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

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

F.2.13.4 Sign the original and all copies of the bid offer where required in terms of the bid data. The employer will hold all authorized signatories liable on behalf of the bidder. Signatories for bidders 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 bid offer.

F.2.13.5 Seal the original and each copy of the bid 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 bid data, as well as the bidder's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the bid data, place and seal the returnable documents listed in the bid 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 bid data, as well as the bidder's name and contact address.

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F.2.13.7 Seal the original bid 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 bid data.

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

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

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

F.2.15 Closing time

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

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

F.2.16 Bid offer validity

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

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

F.2.17 Clarification of bid offer after submission

Provide clarification of a bid offer in response to a request to do so from the employer during the evaluation of bid 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 bidders or substance of bid offer is sought, offered, or permitted.

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the bid offer, the bidder's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials,

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considered necessary by the employer for the purpose of a full and fair risk assessment. Should the bidder 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 bid offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 **Submit securities, bonds, policies, etc.** If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

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

F.2.22 Return of other bid documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before to the bid closing time stated in the bid data and notify all bidders who drew procurement documents.

F.3.2 Issue addenda

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

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F.3.3 Return late bid offers

Return bid offers received after the closing time stated in the bid data, unopened, (unless it is necessary to open a bid submission to obtain a forwarding address), to the bidder concerned.

F.3.5 Opening of bid submissions

F.3.5.1 Unless the two-envelope system is to be followed, open valid bid submissions in the presence of bidders' agents who choose to attend at the time and place stated in the bid data. Bid submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.5.2 Announce at the meeting held immediately after the opening of bid submissions, at a venue indicated in the bid data, the name of each bidder whose bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main bid offer only.

F.3.5.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.6 Two-envelope system

F.3.6.1 Where stated in the bid data that a two-envelope system is to be followed, open only the technical proposal of valid bids in the presence of bidders' agents who choose to attend at the time and place stated in the bid data and announce the name of each bidder whose technical proposal is opened.

F.3.6.2 Evaluate the quality of the technical proposals offered by bidders, then advise bidders 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 bidders, who score in the quality evaluation more than the minimum number of points for quality stated in the bid data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.7 Non-disclosure

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

F.3.8 Grounds for rejection and disqualification

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

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F.3.9 Test for responsiveness

F.3.9.1 Determine, on opening and before detailed evaluation, whether each bid offer properly received:

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

F.3.9.2 A responsive bid is one that conforms to all the terms, conditions, and specifications of the bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

F.3.10 Arithmetical errors

F.3.10.1 Check responsive bid offers for arithmetical errors, correcting them in the following manner:

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

F.3.10.2 Consider the rejection of a bid offer if the bidder does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.11 Clarification of a bid offer

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

F.3.12 Evaluation of bid offers

F.3.12.1 General

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

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

F.3.12.2 Scoring financial offers

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

NFO = W1 x A where:

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

W_1 = the maximum possible number of bid evaluation points awarded for the financial offer as stated in the bid data.

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A = a number calculated using either formulas 1 below as stated in the bid data.

Formula	Basis for comparison	Option 1	Option 2
1.	Lowest price or percentage commission/fee	$\left(1 - \frac{(Pt-Pmin)}{Pmin}\right)$	P_m/P

where:
Pm = the comparative offer of the most favourable bid offer.
P = the comparative offer of bid offer under consideration.

F.3.12.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the bid data and calculate total score for quality.

F.3.13 Insurance provided by the employer

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

F.3.14 Acceptance of bid offer

F.3.14.1 Accept bid offer only if the bidder complies with the legal requirements stated in the bid data.

F.3.14.2 Notify the successful bidder of the employer's acceptance of his bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the bid data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful bidder as described in the form of offer and acceptance.

F.3.15 Notice to unsuccessful bidders

After the successful bidder has acknowledged the employer's notice of acceptance, notify other bidders that their bid offers have not been accepted.

F.3.16 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the bid documents to take account of: a) addenda issued during the bid period,

b) inclusion of some of the returnable documents,

c) other revisions agreed between the employer and the successful bidder, and

d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.17 Issue final contract

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

F.3.18 Complete adjudicator's contract

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

F.3.19 Provide copies of the contracts

Provide to the successful bidder the number of copies stated in the bid data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

M. M.