Tender Reference: KZN.M/AIR.C/11/2026

TENDER: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AIR-CONDITIONING UNITS AT KWAZULU-NATAL MUSEUM - 237 JABU NDLOVU STREET, PIETERMARITZBURG

Opening Date	**: 20 November 2026**
Closing Date	**: 15 December 2026**
Closing time	**: 12h00**
Compulsory Briefing Date	**: Bidders are requested to book sessions in advance for the dates from 25 to 30 November 2026 (Excluding weekend).**

Note: Site visit bookings to be addressed to rmaharaj@nmsa.org.za

SECTION 1

SBD1

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE KWAZULU-NATAL MUSEUM					
BID NUMBER:	KZN.M/AIR.C/11/2026	CLOSING DATE:	15 DECEMBER 2026	CLOSING TIME:	12:00
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AIR-CONDITIONING UNITS AT THE KWAZULU-NATAL MUSEUM - 237 JABU NDLOVU STREET, PIETERMARITZBURG				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

Bid response documents must be hand-delivered to the KwaZulu-Natal Museum - 237 Jabu Ndlovu Street, Pietermaritzburg, KwaZulu-Natal - on or before the closing date and time. Please sign the submission register.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	**Roshan Maharaj / Mlungisi Ndwandwe**
TELEPHONE NUMBER	**033 341 0500**
E-MAIL ADDRESS	**rmaharaj@nmsa.org.za / mndwandwe@nmsa.org.za**

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA……..

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
	YES	**NO**
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

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

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

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

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

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

SIGNATURE OF BIDDER: …….

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

DATE: ……...

NB:

- ***Quotation(s) must be addressed to KWAZULU NATAL MUSEUM before the closing date and time shown above.***
- ***KWAZULU NATAL MUSEUM General Conditions of Purchase shall apply.***
- ***KWAZULU NATAL MUSEUM is not obliged to award this bid.***
- ***KWAZULU NATAL MUSEUM is not obligated to award to one supplier.***
- ***KWAZULU NATAL MUSEUM reserves the right to use its discretion to award multiple suppliers where possible.***

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

Responses to this Tender must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

Proposals must reach the KWAZULU-NATAL MUSEUM before the closing hour on the date shown on SBD1 above and must be enclosed in a sealed envelope.

2 COMMUNICATION

Respondent/s are warned that a response will be liable for disqualification should any attempt be made either directly or indirectly to canvass any SCM Officer(s) or any KwaZulu-Natal Museum employee in respect of this Tender between the closing date and the date of the award of the business.

3 BIDDERS COMPLAINTS PROCESS

3.1 Bidders are advised to utilize this email address (scm@nmsa.org.za) for lodging of complains to the KwaZulu-Natal Museum in relation to this bid process. The following minimum information about the bidder must be included in the complaint:

3.1.1 Bid/Tender Description

3.1.2 Bid/Tender Reference Number

3.1.3 Closing date of Bid/Tender

3.1.4 Supplier Name

3.1.5 Supplier Contact details

3.1.6 The detailed compliant.

4 LEGAL COMPLIANCE

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

5 CHANGES TO QUOTATIONS

Changes by the Respondent to its submission will not be considered after the closing date and time.

6 PRICING

All prices must be quoted in South African Rand on a fixed price basis, including all applicable taxes.

7 BINDING OFFER

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

8 DISCLAIMERS

KWAZULU NATAL MUSEUM is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that KWAZULU NATAL MUSEUM reserves the right to:

- Modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- Reject Quotations submitted after the stated submission deadline or at the incorrect venue.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, KWAZULU NATAL MUSEUM reserves the right to cancel the contract.

KWAZULU NATAL MUSEUM reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another Respondent.

Should the preferred bidder/s fail to sign or commence with the contract within a reasonable period after being requested to do so, KWAZULU NATAL MUSEUM reserves the right to award the business to the next highest ranked Respondent provided that he/she is still prepared to provide the required goods at the quoted price.

9 LEGAL REVIEW

Proposed contractual terms and conditions submitted by a Respondent will be subjected to review and acceptance or rejection by KWAZULU NATAL MUSEUM's Legal Counsel, prior to consideration for an award of business.

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. KWAZULU NATAL MUSEUM is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at https://secure.csd.gov.za/.

11 PROTECTION OF PERSONAL DATA

In responding to this bid, KWAZULU NATAL MUSEUM acknowledges that it may obtain and have access to personal data of the Respondents. KWAZULU NATAL MUSEUM agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

Furthermore, KWAZULU NATAL MUSEUM will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, KWAZULU NATAL MUSEUM requires Respondents to process any personal information disclosed by KWAZULU NATAL MUSEUM in the bidding process in the same manner.

12 EVALUATION METHODOLOGY

KWAZULU NATAL MUSEUM will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

EVALUATION CRITERIA	WEIGHTING
Stage 1	
Disqualifying Returnable Documents	Disqualifying Returnable Documents
Stage 2	
Technical/Functional Requirements	Minimum Threshold of 65%
Stage 3	
Price	80
Specific Goals	20
TOTAL	**100**

The specific goals allocated points in terms of this TENDER	**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 Supplier)**
Black Ownership	8	
Women Owned	4	
Youth Owned	4	
Disability Owned	2	
Locality (KZN based entity)	2	

13 ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include completeness of response and whether all returnable and/or required documents, certificates; verify completeness of warranties and other bid requirements and formalities have been complied with. Incomplete Bids will be disqualified.

14 VALIDITY PERIOD

14.1 KWAZULU NATAL MUSEUM requires a validity period of 30 **Days** from the closing date.

14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period.

However, once the delegated authority has approved the process the validity of the successful respondent(s)' bid will be deemed to remain valid until finalization of the of award.

15 PUBLICATION OF INFORMATION ON THE NATIONAL TREASURY E-TENDER PORTAL

Respondents are to note that, bid awards, amendments and cancellations will be published on the e-tender portal (*where applicable*) and or media used to advertise the bid. For the award of business, KWAZULU NATAL MUSEUM is required to publish the prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), on CIDB website for construction related RFQ's. *(where applicable*).

16 RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with the quotation based on the consequences of non-submission as indicated below:

16.1 Mandatory Returnable Documents

Failure to provide Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all documents are returned with their Quotations.

SECTION 3

EVALUATION CRITERIA

3.1 Stage 1 – Disqualifying Returnable documents

If you do not submit/meet the following mandatory documents/requirements, the most responsive bidder will be requested to be submitted within period of three (3) working days and failure to do so will be automatically disqualified.

No.	Description of requirement
a.	Bidders to fill and sign attendance (submission) register; failing which the bidder must provide proof that the document was submitted on time.
b.	CIDB grading 3ME *Failure to submit CIDB grading 3ME will automatically disqualify the bidder.*
c.	Completion of ALL BOQ line items. *Failure to price all BOQ line items will automatically disqualify the bidder.*
d.	Completion of ALL RFQ documentation (including ALL declarations, SBD documents/forms and signatures where required)
e.	Joint Venture / Consortium agreement / Trust Deed / Confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by KWAZULU NATAL MUSEUM through this RFQ process (if applicable)
f.	Supply of valid SARS Pin

g.	CSD supplier registration number and registration documents
h.	Valid and relevant BBBEE certificate/ affidavit
I.	Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
j.	Bidder's Disclosure form
h.	Pricing schedule(s);/ BoQ

3.2 **Stage 2 - Technical/Functional Requirements**

Technical / Functionality Requirements

Qualifying bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is 65% as per the standard Evaluation Criteria presented in 12**.** above. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3.

Details of the technical/functional requirements are presented in the table below:

Technical Evaluation Criteria

Stage 2 Technical Evaluation			
Firms technical experience			
Item	**Minimum technical requirements**	**Compulsory evidence**	**Points**
Previous experience	Purchase order/ award letter reflecting relevant scope of work with minimum value of R500 000	Letter of completion and reference letter (minimum 3 each)	10 for each
			30 Points
Methodology and project schedule			
Project delivery approach	Service provider to provide a clear project methodology and work plan/schedule	Methodology and work plan (project delivery schedule)	15
			15
Technical personnel requirement			
Personnel	Minimum technical requirements	Compulsory evidence	Points
2.1. Project Manager / Site Supervisor	Relevant qualification in Mechanical Engineering, HVAC or Building Services, with at least 3 years' experience managing air-conditioning installation projects of a similar nature.	CV, certified qualifications and project references.	**10**
2.2. Air-Conditioning and Refrigeration Technician	Trade-tested Refrigeration Mechanic or equivalent relevant qualification, with valid SAQCC Gas/SARACCA registration appropriate to the work. Minimum 3 years' relevant post-qualification experience.	CV, trade certificate, valid registration card/certificate and experience references.	**10**
2.3. Electrical Artisan	Qualified, trade-tested Electrician, competent to perform the electrical connections and associated work required for the installation. Must hold	CV, trade certificate and applicable registration/authorisation.	**10**

	the applicable registration or authorisation where legally required.		
2.4. Installation Assistants	At least two assistants with practical experience in air-conditioning installation, mounting, pipework, insulation and equipment handling, working under qualified supervision.	CVs and evidence of relevant training or experience.	**5**
2.5. Health and Safety Representative / Officer	Competent person responsible for site-specific health and safety, working at heights, electrical safety, lifting operations and compliance with applicable construction safety requirements.	CV, relevant safety training certificates and appointment letter, where applicable.	**5**
			40
Financial evaluation			
Latest copy Audited Financial statements	Latest copy Audited Financial statements with Statement of Financial Position, Statement of financial performance and Cash flow statements. Accompanying/ supporting evidence may be required only for evaluation purposes	Audited Annual Financial statements	**15**
Total			**100 Points**

3.3 **Stage 3- Price and Specific Goals**

The following formula, shall be used to allocate scores to the interested bidders: The maximum points for this tender are allocated as follows:

DETAILS	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	**100**

FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

$$PS = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$ **80/20**

Where

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

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Evidence
B-BBEE Level 1	20		Sworn Affidavit or B-BBEE Certificate

Table 1: Specific goals

Note:

- **A CIPC Registration Documents/CSD Registration Report will be used to verify the above evidence.**
- **Points will be awarded/allocated on a proportional/pro-rata basis.**
  Formula: *Number of Points allocated x Percentage (%) owned = Number of Points Claimed*

SECTION 4

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule (or BoQ)

1 Prices must be quoted in South African Rand, inclusive of all applicable taxes.

2 Price offer is firm and clearly indicate the basis thereof.

3 Pricing Bill of Quantity is completed in line with schedule if applicable.

4 Cost breakdown must be indicated.

5 Price escalation basis and formula must be indicated.

6 To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.

7 Please note that should you have offered a discounted price(s), KWAZULU NATAL MUSEUM will only consider such price discount(s) in the final evaluation stage on an unconditional basis.

8 Respondents are to note that if price offered by the highest scoring bidder is not market related, KWAZULU NATAL MUSEUM may not award the contract to the Respondent. KWAZULU NATAL MUSEUM may:

9 negotiate a market-related price with the Respondent scoring the highest points;

10 if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points;

11 if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points;

12 If a market-related price is not agreed with the Respondent scoring the third highest points, KWAZULU NATAL MUSEUM must cancel the RFQ.

I / We _____

(Insert Name of Bidding Entity) of

_____

_____

_____

code _____

(Full address) conducting business under the style or title of:_____

represented by:_____

in my capacity as: _____

being duly authorised, hereby offer to undertake and complete the above-mentioned work/services at the prices quoted in the bills of quantities / schedule of quantities or, where these do not form part of the contract, at a lump sum, of R _____

_____

_____

(amount in numbers);_____

_____

_____

_____

(amount in words) Incl. VAT.

DELIVERY PERIOD: Suppliers are requested to offer their earliest delivery period possible.

Delivery will be effected within.....working days from date of order. (To be completed by Service

provider).

SECTION 5

KWAZULU NATAL MUSEUM GENERAL CONDITIONS OF PURCHASE

General

KWAZULU NATAL MUSEUM and the Supplier enter into an order/contract on these conditions to supply the items (goods/services/works) as described in the order/contract.

Conditions

These conditions form the basis of the contract between KWAZULU NATAL MUSEUM and the Supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed in writing by KWAZULU NATAL MUSEUM.

No servant or agent of KWAZULU NATAL MUSEUM has authority to vary these conditions orally. These general conditions of purchase are subject to such further special conditions as may be prescribed in writing by KWAZULU NATAL MUSEUM in the order/contract.

Price and payment

The price or rates for the items stated in the order/contract may include an amount for price adjustment, which is calculated in accordance with the formula stated in the order/contract.

The Supplier may be paid in one currency other than South African Rand. Only one exchange rate is used to convert from this currency to South African Rand. Payment to the Supplier in this currency other than South African Rand, does not exceed the amounts stated in the order/contract. KWAZULU NATAL MUSEUM pays for the item within 30 days of receipt of the Suppliers correct tax invoice.

Preliminaries to be included in Pricing schedule

1	**Mobilisation, site establishment and supervision**
2	Health and safety compliance
3	Site protection and dust control
4	Transport, delivery and handling
5	Testing, commissioning and handover
6	Waste removal and final cleaning
7	Provisional Sum
8	Other necessary preliminaries — specify

CONTRACT VARIATIONS, EXPANSIONS AND EXTENSIONS

1. Variations and Expansions

1.1 The Employer reserves the right to instruct reasonable variations or expansions to the original scope of work where operationally necessary and subject to the availability of funds and the required approval by the Accounting Authority or its duly delegated authority.

1.2 Variations may include:

- Additional air-conditioning units within the existing project requirements.
- Relocation or adjustment of units due to site conditions.
- Additional electrical connections, cabling, drainage and associated installation works.
- Changes to installation configurations, mounting arrangements and associated infrastructure.
- Additional works arising from unforeseen site conditions.

1.3 All variations or expansions must be supported by a written motivation, technical assessment and cost breakdown, including the applicable rates and prices.

1.4 The contractor shall not commence any additional or varied work without prior written approval and an authorised variation instruction from the Employer.

1.5 Where the required work is covered by the original Bill of Quantities or pricing schedule, the accepted tendered rates shall apply. Where no applicable rate exists, a new rate must be negotiated, justified and approved before the work commences.

2. Contract Value and Financial Limitations

2.1 The total value of approved variations and expansions shall be subject to applicable National Treasury instructions, procurement prescripts, the Employer's SCM policy and delegated financial authority.

2.2 No variation or expansion shall be regarded as an automatic entitlement of the contractor or as an obligation on the Employer to incur additional expenditure.

2.3 The Employer reserves the right to reject any proposed variation that is not technically justified, financially affordable or compliant with applicable procurement requirements.

2.4 Variations shall not be used to materially change the nature of the original procurement, circumvent competitive bidding requirements or introduce unrelated work.

3. Extensions of Time

3.1 The contractor may submit a written application for an extension of time where delays arise from circumstances beyond its reasonable control, including:

- Delays attributable to the Employer.
- Unforeseen site conditions.
- Delays in obtaining necessary approvals or access to installation areas, where attributable to the Employer.
- Force majeure events.
- Approved variations or additional works that affect the project completion programme.

3.2 The application must include the reasons for the delay, supporting evidence, the effect on the approved project programme and the additional time requested.

3.3 The Employer shall assess each application and may grant or reject the extension based on its merits.

3.4 No extension of time shall automatically entitle the contractor to additional payment, standing time or other costs unless expressly approved in writing in accordance with the contract.

4. Extension of Contract Period

4.1 Any extension of the contract period shall be subject to a written motivation, confirmation of the continued operational need, availability of funds where applicable and approval by the authorised delegated authority.

4.2 The Employer shall not be obliged to extend the contract period or to award additional work to the contractor.

4.3 Any approved extension shall be formalised through a written contract amendment signed by the authorised representatives of both parties.

5. Written Approval and Contract Administration

5.1 All variations, expansions and extensions must be approved before implementation.

5.2 Verbal instructions, informal agreements or instructions issued by unauthorised officials shall not constitute approval for additional expenditure.

5.3 The Employer reserves the right to conduct technical inspections and verify the quality, quantities and costs of all varied or additional work before payment.

5.4 The contractor shall maintain accurate records of all approved variations and additional work for audit and contract management purposes.

6. **Delivery and documents**

6.1 **Submission of Project Delivery Programme**

Bidders must submit a detailed Project Delivery Schedule/Implementation Programme outlining the proposed approach and timelines for executing the air-conditioning installation project.

The programme must demonstrate the bidder's ability to complete the project within the stipulated contract period and must include, as a minimum, the following activities:

I. **Project mobilisation:** Appointment of the project team, site establishment, safety arrangements and mobilisation of equipment and resources.
II. **Site assessment and verification:** Inspection of installation areas, verification of measurements, electrical supply capacity, drainage requirements, mounting arrangements and other site-specific conditions.
III. **Procurement and delivery of equipment:** Ordering, sourcing and delivery of air-conditioning units, accessories, copper piping, electrical materials and other required components.
IV. **Installation preparation:** Preparation of installation locations, supports, brackets, electrical connections, piping routes and drainage infrastructure.
V. **Installation and execution:** Installation of air-conditioning units, refrigerant piping, electrical connections, condensate drainage and associated components.
VI. **Testing and commissioning:** Pressure testing, leak detection, vacuuming, refrigerant charging where required, electrical testing and operational commissioning.

VII. **Quality assurance and inspections:** Inspection and verification of installations against the technical specifications and applicable standards.
VIII. **Handover and close-out:** Submission of commissioning reports, certificates of conformity where applicable, warranties, operating manuals, training and completion documentation.

6.2 **Programme Requirements**

The implementation programme must:

- Indicate the commencement and completion dates of each activity.
- Provide estimated durations for each activity.
- Identify key milestones and deliverables.
- Identify dependencies and critical activities.
- Indicate the allocation of personnel, equipment and resources.
- Demonstrate how installations will be coordinated to minimise disruption to the Employer's operations.
- Provide for quality control, health and safety compliance and site inspections.
- Include a proposed project completion and handover date.

The programme should preferably be presented in a Gantt chart format upon award of the tender.

6.3 **Project Duration**

The successful bidder shall complete the project within the contract period stipulated in the tender document, calculated from the date of the official site handover or commencement instruction, as determined by the Employer.

The successful bidder shall submit a final detailed implementation programme for approval by the Employer before commencement of installation works.

6.4. **Progress Monitoring and Reporting**

The contractor shall provide weekly progress reports indicating:

- Activities completed against the approved programme.
- Percentage of work completed.
- Outstanding activities and deliverables.
- Delays encountered and reasons thereof.
- Corrective measures to address delays.
- Planned activities for the following reporting period.

Any anticipated delay that may affect the project completion date must immediately be communicated to the Employer, together with proposed mitigation measures.

6.5 **Programme Amendments**

The Employer reserves the right to request reasonable amendments to the implementation programme to accommodate operational requirements, site conditions and project coordination.

Any revision to the approved programme shall not automatically constitute an extension of time or additional financial compensation. Such matters shall be considered in accordance with the contract conditions.

7.Containers / packing material

Unless otherwise stated in the order/contract, no payment is made for containers or packing materials or return to the Supplier.

7.1 Title and risk

Without prejudice to rights of rejection under these conditions, title to and risk in the items passes to KWAZULU NATAL MUSEUM when accepted by KWAZULU NATAL MUSEUM.

7.2 Rejection

If the Supplier fails to comply with his obligations under the order/contract, KWAZULU NATAL MUSEUM may reject any part of the items by giving written notice to the Supplier specifying the reason for rejection and whether and within what period replacement of items or re-work are required.

In the case of items delivered, KWAZULU NATAL MUSEUM may return the rejected items to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of the items not replaced within the time required, together with the costs of returning rejected items to the Supplier and obtaining replacement items from a third party, are paid by the Supplier to KWAZULU NATAL MUSEUM.

In the case of service, the Supplier corrects non-conformances as indicated by KWAZULU NATAL MUSEUM.

7.3 Warranty

Without prejudice to any other rights of KWAZULU NATAL MUSEUM under these conditions, the Supplier warrants that the items are in accordance with KWAZULU NATAL MUSEUM's requirements and fit for the purpose for which they are intended and will remain free from defects for a period of one year (unless another period is stated in the Order) from acceptance of the items by KWAZULU NATAL MUSEUM.

7.4 Indemnity

The Supplier indemnifies KWAZULU NATAL MUSEUM against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents or servants, or from the Supplier's defective design, materials or workmanship.

The Supplier indemnifies KWAZULU NATAL MUSEUM against claims, proceedings, compensation and costs payable arising out of infringement by the Supplier of the rights of others, except an infringement which arose out of the use by the Supplier of things provided by KWAZULU NATAL MUSEUM.

7.5 Assignment and sub-contracting

The successful Respondent awarded the contract may only enter into a subcontracting arrangement with KWAZULU NATAL MUSEUM's prior approval. The contract will be concluded between the successful Respondent and KWAZULU NATAL MUSEUM, therefore, the successful Respondent and not the sub-contractor will be held liable for performance in terms of its contractual obligations.

7.6 Governing law

The order/contract is governed by the law of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.

7.7 Special Conditions: Funding Contingency

1. KWAZULU NATAL MUSEUM undertakes to keep bidders reasonably informed of the progress and status of the funding allocation and budgeting process.
2. By submitting a bid, bidders expressly acknowledge and agree that KWAZULU NATAL MUSEUM reserves the right to cancel this RFQ at any stage prior to award, in the event that KWAZULU NATAL MUSEUM is unsuccessful in making sufficient provision and/or budget allocation for the required services.
3. KWAZULU NATAL MUSEUM shall not be liable for:
   - 3.1. any claim, loss, or damages of whatsoever nature arising from or in connection with a failure to source funding; or
   - 3.2. the non-award of tender due to a failure to source funding; and
   - 3.3. bidders waive any right to institute proceedings against KWAZULU NATAL MUSEUM in respect of the circumstances contemplated above.

SIGNED at _____on this _____day of _____20____

Signature of Witness

1 _____

Name _____

Signature of Witness

2 _____

Name _____

Signature of Bidder's Authorised Representative: _____

Name: _____

Designation: _____"

SECTION 6

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State Institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

……

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise

whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

……

……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN ALL THESE ABOVE DOCUMENTS IS CORRECT.

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

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

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

1.3 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

3.2. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Evidence
B-BBEE Level 1	20		Sworn Affidavit or B-BBEE Certificate

Note:

- **A CIPC Registration Documents/CSD Registration Report will be used to verify the above evidence.**
- **Points will be awarded/allocated on a proportional/pro-rata basis.**
  Formula: *Number of Points allocated x Percentage (%) owned = Number of Points Claimed*

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm…….

4.3. Company registration number: ……...

4.4. TYPE OF COMPANY/ FIRM

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

- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

……

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

……

……

……

SECTION 11

1. SPECIFICATION / SCOPE OF WORK

The scope includes, but is not limited to the following:

1.1 Supply, delivery, installation, and commissioning of new air-conditioning systems.

1.1.1 Areas to be covered:

a) Music, Zimbabwe, African Culture, Sisonke, Caves Gallery – 1st Floor
b) Freedom Gallery – 1st Floor
c) Marine Gallery – 1st Floor
d) Soccer Gallery – 1st Floor
e) Temporary Exhibitions Area – 1st Floor
f) Pietermaritzburg History Gallery – 1st Floor
g) Snake/Reptile Gallery – 1st Floor
h) Indian History & Culture Gallery – 1st Floor
i) Cold Room / Walk-in Freezer – 2nd Floor (compressor replacement – must maintain minus 20°C with latest cold-room refrigerant specifications)
j) Mammal Hall – Ground Floor
k) Frank Bush Hall / African Invertebrates Gallery – Ground Floor
l) Bird Galleries – Ground Floor
m) Interns Room – Ground Floor
n) Multimedia Centre (office) – 1st floor (opposite LRC)
o) Technical Workshop – Ground Floor
p) Learners Resource Centre – Ground/1st Floors
q) Photo Copy Room – 5th Floor
r) Technical Office – 1st Floor.

Note: The bidder must allow for making the required window openings.

1.1.2 Technical Requirements:

a) All units' inverter, energy efficient, factory new, 1yr workmanship + 5yr compressor warranty.
b) Refrigerant – R32/SANS 10147 compliant. **R410A/R22 will not be accepted**.
c) Dehumidifier Function – mandatory for specified units.
d) AC must have built-in Dehumidifier / Dry Mode via remote.
e) Materials: Copper piping, Armaflex, vibration mounts, condensate pumps.
f) Electrical: All connections plus COC.
g) Commissioning, testing, user training.

1.2 Submission of a legible report or job card after each installation, including:

- Before and after photos of the installation site
- A completed Legal Requirements Compliance Form after every new installation
- A completed HVAC & Refrigeration Technical & Commissioning Checklist.

- A completed Commissioning Checklist Form after every new installation.

1.3 Submission of warranty/guarantee documentation for all newly installed units, with a minimum warranty of 12 months from the date of commissioning.

1.4 Issuing a Certificate of Compliance (CoC) for all completely new installations, along with a minimum 12-month guarantee from the commissioning date.

2. HOURS OF WORK

2.1 No work will be permitted outside normal working hours, on Sundays, Saturdays and Public Holidays, unless the permission of the Chief Technical Officer has been obtained.

2.2 Normal working hours for the Museum are 07:30 to 16:00 on weekdays. Museum operating hours are 04:00 to 19:00, Monday to Sunday. Work outside normal working hours requires prior approval from the Technical Officer.

2.3 All planned work will be carried out during normal working hours at the cost tendered for in the Bill of Quantities.

a) Purchase Orders to be actioned within 48 hours, unless the material lead time is exceeding 48 hours of which proof must be provided by the service provider.

b) Preliminaries will only be allowed subject to a motivation and Museum approval.

3. MATERIAL AND LABOUR TO BE SUPPLIED BY THE CONTRACTOR

The Contractor shall provide all Supervision and Labour necessary for the proper execution and completion of the work with a guarantee on workmanship after completion.

4. OLD UNITS IN CASES OF REPLACEMENTS

Any old units removed from site must be disposed of at a reputable, registered disposal facility. Proof of disposal must be submitted before payment. The Project Manager may instruct the contractor to return an old unit to the KwaZulu-Natal Museum for recovery of usable parts.

5. SITE MEETINGS

Site liaison meetings will be arranged by the Technical Officer as necessary. The Contractor or his duly authorised representative shall be available when called upon to attend site meetings with the Manager or his representative. Once in 2 weeks

6. SERVICES

The Contractor shall take all reasonable precautions to protect existing services during his activities on the site, and any known service damaged as result of the Contractor's operations, shall be repaired and reinstated by the Contractor or the Authority concerned, all at the expense of the Contractor and to the satisfaction of the Technical Officer. If a known service is damaged, the Technical officer must be notified immediately and all work on site must stop until the extent of the damage is quantified.

7. CLEARING OF SITE

The Contractor shall clear the site. The contractor is to ensure that each site on which he works is cleared of all waste on completion of the day's work. The waste must be disposed of at a registered dumping site and a certificate from the dumping site must submitted. Final payment will not be made unless all

waste is removed from site and the site is clean, subject to COC and retention

8. INSURANCE

The Contractor will be responsible for insurance of all tools, equipment, vehicles and labour that will be used on this contract.

9. BOQ/ PRICING SCHEDULE

Bidders must price each listed location and item, showing the price excluding VAT, VAT and the total including VAT. The pricing must include all labour, installation, preliminaries, provisional sums and other necessary costs**.**

Table 1, Total excluding VAT

The table below should include the total from table 1 and table 2, both excluding VAT. VAT should then be calculated at 15% from the final total excluding VAT.

Table 1

Mammal Hall			
Item	Quantity	Price per Item	Price
60 000btu Underceiling Split type aircon unit	6		
Heating and cooling system			
Total (Excluding Vat)			
Birds Galleries			
Item	Quantity	Price per Item	Price
60 000btu Underceiling Split type aircon unit	3		
Heating and cooling system			
Total (Excluding Vat)			
Frank Bush / African Invertebrates Gallery			
Item	Quantity	Price per Item	Price
60 000btu Underceiling Split type aircon unit	1		
Heating and cooling system			
Total (Excluding Vat)			
Interns Room			
Item	Quantity	Price per Item	Price
60 000btu Underceiling Split type aircon unit	1		
Heating and cooling system			
Total (Excluding Vat)			
Marine Gallery			

Item	Quantity	Price per Item	Price
60 000btu Underceiling Split type aircon unit	2		
Heating and cooling system			
Total (Excluding Vat)			
Soccer Gallery			
Item	Quantity	Price per Item	Price
60 000btu Underceiling Split type aircon unit	2		
Heating and cooling system			
Total (Excluding Vat)			
Temporary Exhibitions Area 1st Floor			
Item	Quantity	Price per Item	Price
60 000btu Underceiling Split type aircon unit	2		
Heating and cooling system			
Total (Excluding Vat)			
Indian Gallery			
Item	Quantity	Price per Item	Price
60 000btu Underceiling Split type aircon unit	1		
Heating and cooling system			
Total (Excluding Vat)			
Snake Gallery			
Item	Quantity	Price per Item	Price
60 000btu Underceiling Split type aircon unit	2		
Heating and cooling system			
Total (Excluding Vat)			
Music, Zimbabwe, African Culture, Sisonke, Caves Gallery			
Item	Quantity	Price per Item	Price
60 000btu Underceiling Split type aircon unit	6		
Heating and cooling system			
Total (Excluding Vat)			
Learners Resource Centre (LRC)			
Item	Quantity	Price per Item	Price
48 000btu Underceiling Split type aircon unit	2		
Heating and cooling system			

Total (Excluding Vat)			
Technical Workshop			
Item	Quantity	Price per Item	Price
48 000btu Underceiling Split type aircon unit	1		
Heating and cooling system			
Total (Excluding Vat)			
Multimedia Centre (office)			
Item	Quantity	Price per Item	Price
48 000btu Underceiling Split type aircon unit	1		
Heating and cooling system			
Total (Excluding Vat)			
Freedom Gallery			
Item	Quantity	Price per Item	Price
60 000btu Underceiling Split type aircon unit	2		
Heating and cooling system			
Total (Excluding Vat)			
Photocopy Room			
Item	Quantity	Price per Item	Price
18 000btu window wall unit	1		
Heating and cooling system			
Total (Excluding Vat)			
Technical Office (Operations)			
Item	Quantity	Price per Item	Price
12 000 mid wall split	1		
Heating and cooling system			
Total (Excluding Vat)			
Coldroom Walk-in Freezer			
Item	Quantity	Price per Item	Price
Compressor replacement to maintain -20°C	1		
Total (Excluding Vat)			

SUMMARY			
Description		Quantity	Price
60 000btu Underceiling Split type air-con unit		28	
48 000btu Underceiling Split type air-con unit		4	
18 000btu window wall unit		1	
12 000 mid wall split		1	
Installation, electrical connection and commissioning			
Testing and user training			
Total (Excluding Vat)		34	
Vat			
Total Including Vat			

Table 1, SUB-TOTAL excluding VAT	
Final total excluding VAT	
VAT 15%	
Final total including VAT (If Applicable)	

NB. The proposed specs of the units are what is recommended. Bidders can propose alternative specs once they have inspected the areas to be serviced by the units.

All pricing totals shall be transferred to an offer inclusive of VAT where applicable.