



## RFQ DOCUMENT

# SUPPLY AND INSTALL AIR CONDITIONERS AT NAHOON DAM

## RFQ NO.1422

ISSUED AND PREPARED BY: M MHINI

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For Office Use:
Signatures of AW Officials at Bid Opening
1.
2.
3.
4.

**CLOSING DATE: 27<sup>TH</sup> NOVEMBER 2019 AT 11:00**

BIDDER TO COMPLETE	
<b>NAME</b> of Company/Close Corporation or Partnership/Consortium/Joint Venture or Sole Proprietor/Individual	
<b>TRADING AS</b> (if different from above)	
<b>CSD REGISTRATION NUMBER</b>	

**COMPULSORY BRIEFING SESSION: THURSDAY 21<sup>ST</sup> NOVEMBER 2019 @14:00**  
**BRIEFING VENUE: MAIN BOARDROOM NAHOON DAM**



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**Part T1: Tendering procedures**

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**T1.1 Tender Notice**

**T1.2 Tender Data**

# **T1.1**

# **Bid Notice**



# AMATOLA WATER RFQ ADVERT

## INVITATION AND SCOPE OF WORK

Suitably experienced and qualified Contractors are invited to respond to this RFQ invitation for the following project:

**RFQ NO: 1422**

**PROCUREMENT OF A CONTRACTOR TO UNDERTAKE THE SUPPLY AND INSTALLATION OF AIR CONDITIONERS AT MICROBIOLOGY LABORATORY AND OFFICES AT AMATOLA WATER NAHOON DAM**

## BID CONDITIONS

- It is estimated that tenderers should have CIDB grading/ class of works of 1ME or higher.
- Only tenderers who are or who will be registered at the time of evaluation in a Contractor Grading Designation 1 and in a ME Class of Construction will be considered for this tender.
- The PPPFA and other relevant procurement legislation applicable to a 3B entity will apply.
- The 80/20 point scoring system will be utilised.
- Tenders which are late, incomplete, unsigned or submitted electronically will not be accepted.
- Amatola Water does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or portion of the tender.

## BID PUBLICATION

RFQ documents will be available from **Monday 18<sup>th</sup> November 2019**. RFQ documents can be downloaded from the Amatola Water website at [www.amatolawater.co.za](http://www.amatolawater.co.za)

## COMPULSORY BRIEFING SESSION

There will be a compulsory briefing session at Nahoon Dam Amatola Water Board Room on the **21<sup>st</sup> November 2019 at 14:00**

## RFQ SUBMISSION

The original completed bid documents must be submitted in a sealed envelope or parcel endorsed with the RFQ Number and RFQ Description detailed in the Tender Data. The sealed envelope must be deposited in the RFQ Box located in the reception area of Amatola House, 6 Lancaster Rd, Vincent, East London after signing the submission register not later than **11:00 on Wednesday 27<sup>th</sup> November 2019**

RFQ Number	Bid Description	Bid Closing Date and Time
<b>1422</b>	SUPPLY AND INSTALL AIR CONDITIONERS AT MICROBIOLOGY LABORATORY AT NAHOON DAM	<b>27<sup>th</sup> November 2019 at 11:00</b>

## Tender Enquiries

No telephonic enquiries relating to this tender will be entertained. All enquiries regarding this tender must be in writing only and must be directed to:

Technical Enquiries: Mr Keith Gallant at E-mail: [kgallant@amatolawater.co.za](mailto:kgallant@amatolawater.co.za)

SCM Enquiries: Mr Mandla Mhini at E-mail: [mmhini@amatolawater.co.za](mailto:mmhini@amatolawater.co.za)

**Mrs V Zitumane**  
Chief Executive

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## BID SPECIFICATION

Amatola Water invites quotations from suitably qualified and experienced service providers for the **Supply and Install Air Conditioners at Nahoon Dam Laboratory**

### 1. BACKGROUND

*Amatola Water is an Eastern Cape based state-owned water services utility (water board), established in 1997, in terms of the Water Services Act. Its prime function is to provide bulk water and sanitation services to water sector institutions, water service authorities and other customers as provided for in the South African water services legislation. Amatola Water's service area includes Buffalo City, the Amathole District and portions of adjoining districts in the central Eastern Cape.*

### 2. SCOPE OF WORK

## LABORATORY AIR CONDITIONING SPECIFICATIONS

Supply, installation, testing and commissioning of Split Air Conditioners of 9000BTU and 12000BTU Capacity for Amatola Water Scientific Services Department

Particular	Description	Quantity
Equipment	Alliance Air Non-Inverter Mid/Wall Spilt Air (12000&9000BTU) Conditioners suitable for wall mounting working on 220 -240volts, 50 Hz, SPAC power supply with matching capacity stabilizer. i. Refrigerant - R-22/1770g	1X1 12000 BTU
		9X1 9000BTU
Installation	Mounting/ Fitting indoor & outdoor units at the respective locations as per standard practice including Leak testing and additional refrigerant charge if required.	10
Running meter items	Supply, installation, testing and commissioning of suitable size copper refrigerant lines (suction and return) including insulation of minimum 13 mm thickness nitride rubber with aluminum foil covering along with required electrical and control cabling as per standard practice	Supplier to determine the required quantity
Drain piping	Supply and laying of 35mm - 40 mm dia.	Supplier to determine the

	PVC drain piping as per standard practice including U trap per each AC. 60	required quantity
Annual Maintenance Contract	Comprehensive AMC for Spilt Air Conditioners for a period of 3 years after one year an extended warranty period may be quoted separately	

**MICRO LABORATORY**

7(Seven) Alliance Air Non-Inverter Mid/Wall Split Units 9000BTU cooling and heating or equivalent, installed complete;

**LABORATORY**

1(One) Alliance Air Non-Inverter Mid/Wall Split Unit 12000BTU cooling and heating or equivalent , installed complete;

**CHEMISTRY LABORATORY**

2(Two) Alliance Air Non-Inverter Mid/Wall Split Units 9000BTU cooling and heating or equivalent, installed complete;

**GENERAL**

Guarantee Period for the air-conditioner units and other materials supplied should be 12 months from the date of completion of the installation and for the compressors should be 60 months from the date of completion of installation for poor workmanship, poor performance, and in case of deficiencies are found during guarantee period, the same shall be rectified or replaced free of cost by the Contractors/Supplier at their own cost and risk.

**Other Important Conditions**

Before submitting their quotes/proposal, suppliers shall carefully examine the site of the work to familiarize themselves with the site conditions which exist regarding present work to be executed, materials to be matched, precautions required, working space available and other conditions necessary to the making of the intelligent bids.

## Pricing Schedule

Item Description	Quantity	Unit Price	Total Price (Excl. Vat)
Supply and Install Alliance Air Non-Inverter Mid/Wall Split Air Conditioner 12000BTU suitable for wall mounting working on 220-240volts ,50Hz,SPAC power supply with matching capacity stabilizer i. Refrigerant-R-22/1770g or equivalent	<b>1</b>		
Supply and Install Alliance Air Non-Inverter Mid/Wall Split Air Conditioner 9000BTU suitable for wall mounting working on 220-240volts ,50Hz,SPAC power supply with matching capacity stabilizer i. Refrigerant-R-22/1770g or equivalent	<b>10</b>		
	<b>Sub Total</b>		
	<b>VAT</b>		
	<b>Total</b>		

**For more information please contact (K.Gallant) e-mail (kgallant@amatolawater.co.za)**



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## T1.2 RFQ Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice of 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annexure to this Tender Data.

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

**The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:**

<b>Clause number</b>	<b>Tender Data</b>
<b>F.1</b>	<b>General</b>
F.1.1	<b>Actions</b> <i>Add the following:</i> The Employer is the Amatola Water
F.1.2	<b>Tender Documents</b> <i>Add the following:</i> The following documents form part of this tender:

### **The RFQ**

#### **Part T1: Tendering Procedures**

T1.1 Tender notice and invitation to tender  
T1.2 Tender data

#### **Part T2: Returnable Documents**

T2.1 List of returnable documents  
T2.2 Returnable schedules

### **The Contract**

#### **Part C1: Agreements and contract data**

C1.1 Form of offer and acceptance  
C1.2 Contract data

#### **Part C2: Pricing data**

C2.1 Pricing Assumptions  
C2.2 Activity Schedule

#### **Part C3: Scope of work**

C3.1 Scope of Work

This document must be returned to the Employer, completed in all respects, together with any additional supporting documentation required, in terms of submitting a tender offer.

**F.1.4 Communication and employer’s agent**

The Employer’s representative for the purposes of any communication between the employer and tenderer, is:

Name: Amatola Water

E-mail: As stated in the tender advert.

**F.2 Tenderer’s obligations**

**F.2.1 Eligibility**

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

**The following compliance criteria will be used:**

Item No.	Compliance Criteria (Description)	YES	NO	Required Documentation
<b>4.2.2</b>	<b>Experience</b>			
(a)	Proof that the company has undertaken at least three comparable or similar contracts in the last five years.			3 Letters of Completion.

Failure to comply with the above will invalidate your bid.

**F.2.13 Submitting a RFQ offer**

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, in black ink.

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.

F.2.13.4 The bids shall be signed by a person duly authorised to do so. Bids submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

F.2.13.5 The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:

**Location of RFQ box:** RFQ Box at the office of the Amatola Water

**Physical address:** Amatola House, 6 Lancaster Rd, Vincent, East London.

**Identification details:** RFQ number: **1422**  
Title of tender: SUPPLY AND INSTALL AIR CONDITIONERS

Name and address of tenderer: (to be inserted by tenderer)

Sealed tenders with the identification details on the envelope must be placed in the appropriate official tender box at the abovementioned address.

F.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

**F.2.15 Closing time**

F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 **Tender offer validity**

F.2.16.1 The tender offer validity period is **8 weeks**

F.2.17 **Clarification of tender offer after submission**

A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification.

F.2.23 **Certificates**

F.2.23.1 **Tax Clearance Certificate**

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium/Joint Venture shall submit a separate valid Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

**F.3 The Employer's undertakings**

F.3.2 **Issue Addenda**

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

F.3.8 **Test for responsiveness**

Tenders will be considered non-responsive if, inter alia:

- the tenderer does not comply with the eligibility criteria;
- the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request;

F.3.11 **Evaluation of tender offers**

F.3.11.1 **General**

The procedure for the evaluation of responsive tenders is **Method 1**: Financial offer, and preference. The PPPFA Regulations 2017 will apply.

PP2A Nominated procedure with method 1 will apply.

F.3.11.3 **Method 1: Price and preference**

The procedure for the evaluation of responsive tenders is **Method 1**, where the total number of tender evaluation points  $T_{EV} = N_{FO} + N_P$  as detailed below.

Where  $N_{FO}$  = The number of tender evaluation points achieved for the Financial Offer.  
 $N_P$  = The number of tender evaluation points achieved for BBBEE Contributor level.

#### F.3.11.8 **Scoring Preferences**

Up to **20** tender evaluation points will be awarded for preference in respect of B-BBEE Status Level of Contribution.

In terms of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with SBD6.1

Tenderers attention is also drawn to the fact that the Employer regards a consortium and a joint venture as being one and the same. In this regard, the Employer will only enter into a contract with a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable.

#### F.3.11.10 **Risk Analysis**

The Employer will perform a risk analysis in respect of the following:

- (a) reasonableness of the financial offer
- (b) reasonableness of unit rates and prices
- (c) the tenderers ability to fulfill its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.

#### **F3.13 Acceptance of tender offer**

##### F.3.13.1 Tender offers will only be accepted if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangement with SARS to meet his or her outstanding tax obligations;
- b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System.
- e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

#### F.3.18 **Provide copies of the contract**

The number of paper copies of the signed contract to be provided by the Employer is one..

#### **F.4.2 Negotiations with preferred tenderers**

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

#### **F.4.3 General supply chain management conditions applicable to tenders**

In terms of its Supply Chain Management Legislation applicable to a 3B entity the Amatola Water may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Amatola Water with that provider's:
  - full name;
  - identification number or company or other registration number; and
  - tax reference number and VAT registration number, if any;
- b) has indicated whether:
  - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;

- the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or
- whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.

Irrespective of the procurement process followed, the Amatola Water is prohibited from making an award to a person:

- who is in the service of the state;
- if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
- who is an advisor or consultant contracted with the Amatola Water.

In this regard, tenderers shall complete the Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule will result in the tender not being considered.

#### **F.4.8 Claims arising after submission of tender**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 2) visited the site of any proposed works.
- 3) requested the Employer or his duly authorised agent to make clear the actual requirements of anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

## **Annex F: Standard Conditions of Tender**

**The Standard Conditions of Tender as published in Annexure F of the CIDB Standard for Uniformity for Construction Procurement, Board Notice 136 Government Gazette No: 38960 of 10 July 2015 will apply.**

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## **Part T2: Returnable Documents**

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**T2.1 List of Returnable Documents**

**T2.2 Returnable Schedules**

**T2.1 List of Returnable Documents**

The tenderer must complete the following Returnable Documents in **black ink**:

**1. Returnable Schedules required for tender evaluation purposes**

- 1: COMPULSORY ENTERPRISE QUESTIONNAIRE
- 2: RECORD OF ADDENDA
- 3: NATIONAL TREASURY: CENTRAL SUPPLIER DATABASE
- 4: TAX CLEARANCE CERTIFICATE
- 5: DECLARATION OF BIDDERS PAST SCM PRACTICES (SBD 8)
- 6: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (SBD 9)
- 7: PREVIOUS SIMILAR WORK EXPERIENCE
- 8: PROFESSIONAL INDEMNITY INSURANCE
- 9: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER
- 10: DECLARATION OF INTEREST (SBD 4)

**2. Other documents that will be incorporated into the contract**

- 12: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIALPROCUREMENT REGULATIONS 2017 (SBD 6.1) .....

**3. C1.1 The offer portion of the C1.1 Offer and Acceptance**

**4. C1.2 Contract Data (Part 2)**



## **RETURNABLE SCHEDULES**

**SCHEDULE A : COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:** .....

**Physical address of enterprise:** .....  
**(LOCAL OFFICE)** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

- |   |   |
|---|---|
| <input type="checkbox"/> a member of any municipal council                                      | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                 | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity             |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                    |   |

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

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


\*insert separate page if necessary

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

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

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the 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 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

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

- i) authorizes 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, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

-----

Date

-----

Name

-----

Position

-----

*Enterprise  
name*

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## A Tenderers Experience

The experience of the tenderer, as apposed to the key staff members / experts, in similar projects or similar areas and conditions in relation to the scope of work will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule.

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	Description of work	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>“ State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed: .....

Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
 .....  
 .....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....  
 .....  
 .....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....  
 .....  
 .....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.

.....  
 .....  
 .....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

.....  
 .....  
 .....

**3. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Peral Number


**4 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

1.

2. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT 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 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

## 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to below R50 000 000 (all applicable taxes included) and therefore the .....**80/20**..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser 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 purchaser.

## 2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section

9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: = ..... (maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		

Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

**8.1** Name of company/firm:  
.....

**8.2** VAT registration number: .....

**8.3** Company registration number: .....

**8.4** TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5** DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....  
.....

**8.6** COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

**8.7** Total number of years the company/firm has been in business: .....

**8.8** I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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 contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

.....

ADDRESS .....

.....

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 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
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.4.1	If so, furnish particulars:		

**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.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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)<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD 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 (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)

- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid;  
or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

# **THE CONTRACT**

**C1.1. Form of Offer and Acceptance**

**Offer**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**RFQ 1422: PROCUREMENT OF A CONTRACTOR TO UNDERTAKE THE SUPPLY AND INSTALLATION OF AIR CONDITIONERS AT MICROBIOLOGY LABORATORY AT AMATOLA WATER NAHOON DAM**

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data, within the Contract Period stated below.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF 15% VALUE ADDED TAX IS:**

.....  
..... RAND (in words);

R .....(in figures)

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**SIGNED ON BEHALF OF/BY THE TENDERER:**

<b>NAME</b>	<b>SIGNATURE</b>
<b>CAPACITY</b>	<b>DATE</b>

**NAME AND ADDRESS OF TENDERER:**

.....

.....

.....

**SIGNED BY WITNESS:**

<b>NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>

## Acceptance

*By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data and for the contract period offered. Acceptance of the tenderer's offer shall form an Agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.*

The terms of the contract are contained in:

- Part C1: Agreements and Contract Data
- Part C2: Pricing Data
- Part C3: Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Returnable Documents as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks of signing this Agreement, including the Schedule of Deviations (if any), or when or just after this Agreement comes into effect, contact the employer's implementing agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date of signature of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

### SIGNED ON BEHALF OF/BY THE EMPLOYER:

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

Name and Address of Organisation

.....

.....

.....

### SIGNED BY WITNESS:

**NAME**

**SIGNATURE**

**DATE**

# Schedule of Deviations

**Notes:**

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

1. Subject .....  
 Details .....  
 .....  
 .....

2. Subject .....  
 Details .....  
 .....  
 .....

3. Subject .....  
 Details .....  
 .....  
 .....

4. Subject .....  
 Details .....  
 .....  
 .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Returnable Documents, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and Acceptance.

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

**Schedule of Deviations (continued)**

**SIGNED ON BEHALF OF/BY THE TENDERER** *(only on award of Contract):*

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**SIGNED BY WITNESS** *(only on award of Contract):*

**NAME**

**SIGNATURE**

**DATE**

**SIGNED ON BEHALF OF/BY AMATOLA WATER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

## CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the .....(day) of .....(month) ..... (year)

at .....(place)

### **SIGNED ON BEHALF OF/BY THE CONTRACTOR *(only on award of Contract):***

**NAME**

**SIGNATURE**

**CAPACITY**

### **SIGNED BY WITNESS *(only on award of Contract):***

**NAME**

**SIGNATURE**



## **C1.2. Contract Data**

### **Part 1: Contract Data Provided by the Employer**

#### **JBCC MINOR WORKS**

The following standardised General Conditions of Contract:

#### **JBCC MINOR WORKS**

#### **CONTRACT SPECIFIC DATA**

The following Contract specific data are applicable to this Contract:

#### **1. GENERAL**

##### **1.1 Definitions**

##### **1.1.1 The Contract**

“The Defects Liability Period is 12 (twelve) months, measured from the date of the Certificate of Completion.”

*Add the following to **Sub-Clause 1.1.1.15**:*

“The name of the Employer is Amatola Water represented by such person or persons duly authorised thereto by Amatola Water in writing and the legal successors in title to this person.”



## C1.2 Contract Data for CIDB Standard Conditions of Contract

<p><b>Copies of these conditions of contract may be obtained from the Construction Industry Development Board's website <a href="http://www.cidb.org.za">www.cidb.org.za</a></b></p>	
<p><b>Part 1: Contract Data completed by the Employer</b></p>	
<b>Clause</b>	
	The Employer is the AMATOLA WATER-
	The Authorised and designated representative of the Employer is: Name: Mrs V. Zitumane  The Address for recipient of communication is: <b>Amatola House, 6 Lancaster Rd, Vincent, East London.</b>  Contacts: Clayton Bhana  Email : cbhana@amatolawater.co.za
<b>1</b>	The Project is the Refurbishment of Microbiology Laboratory
<b>2</b>	The period of performance is one month
<b>3.5</b>	The location of the performance of the contract: East London
<b>3.6</b>	The Service Provider may not release public or media statements or publish material related to the services or project under circumstances.
<b>5.4.1</b>	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule
<b>9.1</b>	Copyright of documents prepared for this project shall be vested with the Employer
<b>12.1</b>	Interim settlement of disputes is to be by mediation
<b>12.1/12.3</b>	The alternative dispute settlement will be by Arbitration
<b>12.2.1</b>	In the event that the two parties fail to agree on a mediator, the mediator is nominated by the CIDB
<b>12.2.3</b>	In the event that the two parties fail to agree on an arbitrator, the arbitrator is nominated by the CIDB
<b>15</b>	The interest will be prime interest rate of the Employer's bank at the time that the amount is due.
<p><b>Part 2: Contract Data provided by the Service Provider.....</b></p>	
<b>1</b>	The Contractor is:.....  Address:..... ..... .....  Telephone:.....  Facsimile:.....
<b>2</b>	The Authorised and designated representative of the Contractor is:  Name: .....

	<p>The Address for recipient of communication is:</p> <p>Address..... ..... .....</p> <p>Telephone:.....</p> <p>Facsimile:.....</p>
--	---

### C1.3 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the . . . . . day of . . . . . between:

..... (name of company / organisation)  
of .....  
..... (address) and  
..... (name of company / organisation)  
of .....  
..... (address)

(the Parties) and

..... (name)  
of .....  
..... (address)

(the Adjudicator).

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated . . . . . and known as.....

and these disputes or differences shall be/have been\* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

\* Delete as necessary

**IT IS NOW AGREED** as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 who warrants that he / she is duly  
 authorised to sign for and on  
 behalf of the first Party in the  
 presence of \_\_\_\_\_

SIGNED by: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 who warrants that he / she is  
 duly authorised to sign for and  
 behalf of the second Party in the  
 presence of \_\_\_\_\_

SIGNED by: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 the Adjudicator in the presence of  
 \_\_\_\_\_

Witness  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

Witness:  
 Name \_\_\_\_\_  
 Address: \_\_\_\_\_

Witness:  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Contract Data**

1	The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. . . . . This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

\* Delete as necessary

**FINANCIAL INFORMATION**

1. No fee is payable for the bid documents.

**2. PREFERENTIAL PROCUREMENT**

BBBEE will be used as the preference mechanism in accordance with Preferential Procurement Regulations 2017.

**3. EVALUATION PROCESS**

**STAGE 1: TEST FOR RESPONSIVENESS**

Bids will be tested for responsiveness in terms of the CIDB Standard Condition of Tender and the National Treasury Instruction Notes as stipulated in the tender document.

**STAGE 2: APPLICATION OF PPPFA – PRICE & PREFERENCE**

The Preferential Procurement Policy Framework Act (PPPFA) Regulations will apply. The 80/20 scoring system will be applicable to this tender.

**4. ALTERNATIVE BID OFFERS**

No alternative bid offers will be considered. The scope and design is as per the documentation in the Contract Data.

**5. STANDARD CONDITIONS OF TENDER**

The CIDB Standard conditions of tender will apply.