KOUGA LOCAL MUNICIPALITY

RFQ: SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF AIR CONDITIONERS

TENDER NO: 278/2026

SERVICE PROVIDER		
TELEPHONE / FACSIMILE		
È-MAIL		
CSD NUMBER		
CRS NUMBER		
CLOSING DATE	**WEDNESDAY, 02 DECEMBER 2026 AT 12H00**	

ISSUED BY: Kouga Local Municipality

Physical Address:

16 Woltemade Street

Jeffreys Bay

Postal Address:

P O Box 21

Jeffrey Bay

PREPARED BY:

Directorate: Finance and Economic Development

Kouga Local Municipality

TENDER NOTICE: SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF AIR CONDITIONERS

GENERAL TENDER INFORMATION

TENDERS INVITED	:	18 November 2026
ESTIMATED CIDB CONTRACTOR GRADING	:	1ME or Higher
CLOSING DATE	:	**WEDNESDAY, 02 DECEMBER 2026**
CLOSING TIME	:	12:00:00 PM
CLOSING VENUE	:	TENDER BOX AT THE MUNICIPAL OFFICE, ROOM **122** **16 WOLTEMADE STREET (FRONT ENTRANCE)**
VALIDITY PERIOD OF TENDER	:	90 days
TENDER BOX	:	The Tender Documents (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. The onus remains with the tenderer to ensure that the tender is placed in the correct tender box.

KOUGA LOCAL MUNICIPALITY

BID No: 278/2026

RFQ: SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF AIR CONDITIONERS

PARTICULARS OF BIDDER

Name of Bidder		
Contact Person:		
Postal Address		
Street Address		
Telephone Number	Code:	Number:
Cell phone Number		
Facsimile Number	Code:	Number:
E-Mail Address		
CSD Supplier Number (National Treasury)		
CIDB CRS Number		
Vat Registration Number		

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TENDER

PART 1 (OF 2): TENDERING PROCEDURES

T1.1 **Tender Notice and Invitation to tender**

T1.2 **Tender Data**

T1.1: TENDER NOTICE AND INVITATION TO TENDER

KOUGA LOCAL MUNICIPALITY (EC108)
DIRECTORATE: FINANCE AND ECONOMIC DEVELOPMENT
NOTICE NO: 278/2026
RFQ: SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF AIR CONDITIONERS

Prospective Service Providers are hereby invited to submit tenders for the Supply, Delivery, Installation, And Maintenance of Air Conditioners.

Tenders

An electronic copy of the tender document will be available on E-Tender portal www.etender.gov.za or the municipal website www.kouga.gov.za as from **Wednesday, 18 November 2026**. After downloading the tender document from the website each prospective bidder **MUST** ensure that all the pages of the tender document are printed.

Please note:

- Telegraphic, telephonic, telex, facsimile, email, or late tenders will not be accepted.
- This contract will be evaluated on the 80/20-point system. 80 points for price and 20 points for specific goals. To claim points for specific goals prospective bidders MUST submit proof/ required documents.
- **An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved a in a flash drive or CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or CD will deem the bid non-responsive.**
- **Proof of registration and good standing with the Construction Industry Development Board.**
- **Bidders must note that the Municipality may make use of additional vetting methods to further qualify capacity of bidders to eliminate delays during project implementation.**
- **A contractor CIDB Grading of 1ME or Higher is required.**
- A valid Tax compliance Status pin must be submitted.
- Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
- The National Treasury Central Supplier Database Summary report must be submitted.
- The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- The validity period for submission will be 90 days from the closing date.
- Tenders that are deposited in the incorrect box or delivered to any other venue will not be considered.

Any inquiries relating to this tender must be submitted in writing via e-mail to tenders@kouga.gov.za and copied to anicholls@kouga.gov.za

Completed documents in a sealed envelope endorsed "**NOTICE NO: 278/2026: RFQ: SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF AIR CONDITIONERS"** Must be placed in the Tender Box at 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122 on or before **WEDNESDAY, 02 DECEMBER 2026 at 12:00.**

C. DU PLESSIS

MUNICIPAL MANAGER

P.O. Box 21
JEFFREYS BAY
6330

For Placement: Herald/Municipal Website/ Municipal Notice Boards in all offices/areas – 18 November 2026

PART A: MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
NOTICE NUMBER:	**278/2026**	CLOSING DATE:	**02 DECEMBER 2026**	CLOSING TIME:	**12h00**
DESCRIPTION	**RFQ: SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF AIR CONDITIONERS**				

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

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

KOUGA LOCAL MUNICIPALITY, 16 WOLTEMADE STREET, JEFFREYS BAY

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

(a) ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	**(b)** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
(c) TOTAL NUMBER OF ITEMS OFFERED		**(d)TOTAL BID PRICE**	**R**
(e) SIGNATURE OF BIDDER	……	**(f) DATE**	
(g) CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Mr. A. Nicholls
CONTACT PERSON		TELEPHONE NUMBER	042-200-2200
TELEPHONE NUMBER	042-200-2200	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER		E-MAIL ADDRESS	anicholls@kouga.gov.za

1. BID SUBMISSION:

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

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. IN ADDITION TO ALL APPLICABLE LEGISLATION THE SUPPLY CHAIN POLICY APPROVED 30 MARCH 2026 AND MUNICIPAL RISTRICTION (BLACKLISTING) OF SUPPLIERS POLICY APRROVED 29 APRIL 2026 WILL APPLY TO THIS TENDER.

2. TAX COMPLIANCE REQUIREMENTS

2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA ☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA ☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA ☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA ☐YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION ☐ YES ☐ NO

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

CERTIFICATION:

I declare that the information in this annexure is true and correct in all respects.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……

PART 2 (OF 2): RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.1: LIST OF RETURNABLE DOCUMENTS

The original completed tender document excluding Drawings, shall be returned with all the required information supplied, duly completed in non-erasable ink in all aspects.

The following documents and schedules are to be completed and returned, as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers submit, return, complete and sign **all the information, documents and schedules, as requested.**

1. RETURNABLE SCHEDULES REQUIRED FOR RFQ EVALUATION PURPOSES (Included hereafter for completion)

1A Authority for Signatory
1B Declaration of Interest in Tender of Persons in Service of the State
1C Declaration of Tenderer's Past Supply Chain Management Practises
1D Preference Points claim form in terms of the Preferential Procurement Regulations 2022 – Compulsory
1E Proof of Registration and good standing with the Construction Industry Development Board (CIDB)

2. RETURNABLE DOCUMENTS REQUIRED FOR RFQ EVALUATION PURPOSES (To be attached with submission)

2A Original Valid Tax Complinace Status Pin Printout
2B Municipal Billing Clearance Certificate
2C B-BBEE Status Level Certificates / Consolidated Scorecard

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

3A Record of Addenda to Tender Documents

4. OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

C1.1 Form of Offer and Acceptance
C1.2 Contract Data
C1.3 Health and Safety Agreement
C2.2 Bill of Quantities

1A: AUTHORITY FOR SIGNATORY

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

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

A Certificate for Company

I, ……., chairperson of the board of directors of ……, hereby confirm that by resolution of the board (copy attached) taken on …….…… 20……....., * Mr / Ms ……..…….. acting in the capacity of ……, and who will sign as follows: ……..…….. be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

As witnesses:

1. ……..... Chairman: ……....

2. ……..... Date: ……....

NAME	CAPACITY	SIGNATURE

Note:
* Delete which is not applicable.
This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.
Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

B Certificate for Partnership

We, the undersigned, being the key partners in the business trading as ……, hereby authorize * Mr / Ms ……., acting in the capacity of ……, and who will sign as follows: …….. be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

Note:
* Delete which is not applicable.
This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.
Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

C Certificate for Joint Venture or Consortia

We, the undersigned, are submitting this tender offer in a * Joint Venture / Consortium and hereby authorise * Mr / Ms ……., acting in the capacity of lead partner, and who will sign as follows: …….. be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

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

NAME OF FIRM	ADDRESS	% OF CONTRACT VALUE	AUTHORISING SIGNATURE, NAME AND CAPACITY
(Lead Partner):			

Note:
* Delete which is not applicable.
This resolution must be signed by all the Members / Partners of the Bidding Enterprise.
Should the number of Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

D Certificate for Sole Proprietor

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

As witnesses:

1. ……..... Signature: ……....

2. ……..... Date: ……....

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as ……..……..……,

hereby authorize * Mr / Mrs ……, acting in the capacity of ……, to sign all documents in connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note:
* Delete which is not applicable.
This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.
Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

1B: DECLARATION OF INTEREST- COMPULSORY

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

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

3.1 Full Name: ……

3.2 Identity Number: ……

3.3 Position occupied in the Company (Director, trustee, shareholder) .....

3.4 Company Registration Number: ……

3.5 Tax Reference Number: ……

3.6 VAT Registration Number: ……

3.7 The names of all the directors/ trustees/shareholders member, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state* **YES / NO**

3.8.1 If yes, furnish particulars.....
.....
.....

3.9. Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.
……
……

3.10. Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES/NO

3.10.1 If yes, furnish particulars.
……
……

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

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* MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

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

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

3.11.1If yes, furnish particulars

……

……

3.12 Are any of the company's directors, trustees, managers, principal shareholders or stakeholders in the service of the state?

YES / NO

3.12.1 If yes, furnish particulars.

……

……

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

……

……

3.14 Do you or any directors, trustees, managers, principal shareholders Or stakeholders of this company have any interest in other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars.

.....

.....

.....

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

Full Name	**Identity Number**	**State Employee Number (applicable of employed by government (state))**

…….. ……..

Signature Date

…… ……....

Capacity Name of Bidder

Commissioner of Oaths

1C: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

a) This form serves as a declaration to be used by the Employer 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.

b) The tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:

(i) abused the Municipality's / Municipal entity's supply chain management system or been guilty of any improper conduct in relation to such system;
(ii) been convicted for fraud or corruption during the past five years;
(iii) wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
(iv) been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).

c) In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being declared non-responsive.

ITEM	QUESTION	RESPONSE	
4.1	**Is the Tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector?** (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied) The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za)	Yes	No
	If so, furnish particulars:		
4.2	**Is the Tenderer 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, 2004 (Act 12 of 2004)?** (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)	Yes	No
	If so, furnish particulars:		
4.3	**Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?**	Yes	No
	If so, furnish particulars:		
4.4	**Was any contract between the Tenderer and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?**	Yes	No
	If so, furnish particulars:		
4.5	**Does the tenderer or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality/Municipal entity, or to any other Municipality/Municipal entity, that is in arrears for more than one month?**	Yes	No
	If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed …….. Date ……..…….

Name ……..….. Position …….

Tenderer …….

1D: FORM MDB 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 Point Scoring for BEE

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

b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	8	4
3	6	3
4	4	2
5	3	1
6	2	1
7	2	1
8	2	1
Non-compliant contributor	0	0

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

(a) Price; and

(b) Specific Goals.

1.4 Point scoring for tender

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	**80**
SPECIFIC GOALS	**20**

Total points for Price and SPECIFIC GOALS	100

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

Below would be the allocation for Specific Goals:

Preference in terms of locality of the service provider/contractor rendering services to Kouga Local Municipality.

NO	Specific Goals Categories	Max points allocation	Evaluation indicators
1	B-BBEE Status level Contributor	10	As for B-BBEE points allocation table below.
2	Local area of supplier or contractors	10	**10 Points**- Located within the boundaries of the Kouga Local Municipality **6 Points**- Located within the boundaries of **Sarah Baartman District Municipality & Nelson Mandela Metro Municipality** **4 Points-** Located within the boundaries of the Eastern Cape **1 Point-** Outside of the boundaries of the Eastern Cape

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company registration number: …….

4.5. TYPE OF COMPANY/ FIRM

□ Partnership/Joint Venture / Consortium
□ One-person business/sole propriety
□ Close corporation
□ Public Company
□ Personal Liability Company
□ (Pty) Limited
□ Non-Profit Company
□ State Owned Company
[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

……..

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: …….

DATE:

……

ADDRESS: ……

……

……

……

1E: PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

Tenderers must attach to this page, proof of registration and good standing with the CIDB. (In the case of Joint Ventures, proof must be provided for each partner).

2A: ORIGINAL VALID TAX CLEARANCE COMPLIANCE STATUS PIN

In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes.

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

The tenderer must attach to this page an **original(s)** of a **valid** Tax compliance Status pin must be submitted.

Note:

(i) In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

(ii) SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

(iii) The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

(iv) In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

(v) Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za

(vi) Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

2B: MUNICIPAL BILLING CLEARANCE CERTIFICATE

In terms of Clause 38 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of municipal accounts.

The tenderer shall attach to this page a Municipal Billing Clearance Certificate, which provides proof that his payment of Municipal accounts is up-to-date.

These certificates are obtainable from:

Kouga Local Municipality
33 Da Gama Road
Jeffreys Bay.

Should the tenderer not be based in the Kouga Local Municipality, he shall submit a Municipal Billing Clearance Certificate issued by the municipality in which he is based.

2C: B-BBEE STATUS LEVEL CERTIFICATES / CONSOLIDATED B-BBEE SCORECARD

Bidders who qualify as EMEs in terms of the B-BBEE Act shall submit and attach to this page a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs shall submit and attach to this page their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture acting as a legal entity shall submit and attach to this page their B-BBEE status level certificate.

A trust, consortium or joint venture acting as an unincorporated entity shall submit and attach to this page their consolidated B-BBEE scorecard as if they were a group structure and such a consolidated B-BBEE scorecard shall be prepared for every separate bid.

Tertiary institutions and public entities shall submit and attach to this page their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

All EME / B-BBEE certificates must reflect the B-BBEE status level of the bidder and must be certified.

3A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

Addendum Number	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed …….. Date ……..…….

Name ……..….. Position …….

Tenderer …….

CONTRACT

PART 1 (OF 4): AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Health and Safety Agreement

C1.1: FORM OF OFFER AND ACCEPTANCE

(Agreement)

1. OFFER

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

NOTICE 278/2026 SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF AIR CONDITIONERS

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 Tender Schedules, 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.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF 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 terms of the Conditions of Contract identified in the Contract Data.

For the **Tenderer:**

……..
Signature

……..
Name

……..
Capacity

Name and Address of Organisation:

……..……..

……..……..

……..……..

……..……..

……..……..

Signature and Name of Witness:

……..
Signature

……..
Name

Date: ……..……..

2. ACCEPTANCE

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

The terms of the contract are contained in

Part C1: Agreements and Contract Data (which includes this Agreement)

Part C2: Pricing Data

Part C3: Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five (5) days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For the **Employer:**

……..
Signature

……..
Name

……..
Capacity

Name and Address of Organisation:

……..

……..

……..

……..

Signature and Name of Witness:

……..
Signature

……..
Name

Date: ……..……..

3. SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.

2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process, of offer and acceptance, the outcome of such agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance, either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.

4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

a) Subject: ……

Details: ……

b) Subject: ……

Details: ……

c) Subject: ……

Details: ……

d) Subject: ……

Details: ……

e) Subject: ……

Details: ……

f) Subject: ……

Details: ……

g) 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 Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

For the Tenderer:		**For the Employer:**
.....	Signature	.....
.....	Name	.....
.....	Capacity	.....
Name and Address of Organisation		Name and Address of Organisation
.....		.....
.....		.....
.....		.....
.....		.....
.....		.....
.....		.....
.....	Witness Signature	.....
.....	Witness Name	.....
.....	Date	.....

4. CONFIRMATION OR RECEIPT

The Tenderer, (now Professional Service Provider), identified on 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)

20 …… (year)

at …….. (place)

For the **Professional Service Provider**:

……..
Signature

……..
Name

……..
Capacity

Signature and Name of Witness:

……..
Signature

……..
Name

C1.2: CONTRACT DATA

Clause	Description / Wording
1.1.1.13	The Defects Liability Period is 12 months, measured from the date of the Certificate of Installation.
1.1.1.15	The Employer is the Kouga Local Municipality.
1.2.1.2	The Employer's address for receipt of communications is: 33 Da Gama Road Jeffreys Bay Postal Address: P O Box 21 Jeffreys Bay 6330 Telephone: 042 200 2200 Email: tenders@kouga.gov.za
3.2.3	The Employer's Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract: C1 **New Clause 3.2.3.1** "For expenditure on the Contract to exceed the Contract Sum"; **C2 Existing Clauses:** 3.3.1 - Nomination of person as Employer's Agent's Representative. 5.7.2 - Work at night as well as by day 5.8 – Non-working times 5.12 - Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions) 5.13 - Reduction of penalty for delay. 5.14.4 - The issue of a Certificate of Installation. 6.3 – Variation Orders which may exceed R 20 000 6.6 - Instruction to expend on Provisional and Prime Cost Sums- if applicable 6.11 - Adjustment of General Items & Approval of Claims 8.2.2.2 - Order to repair and make good damage arising from any "excepted" risk.
4.3.1	**Add the following** to the clause: The contractor shall comply with all applicable Legislations.
4.3	Add the following at the end of Clause 4.3: "4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:

Clause	Description / Wording
	• The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. • The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. • The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. • The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge. 4.3.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act: • Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1)(b) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 7(1)(b) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after **the Commencement Date** and shall be implemented and maintained from the Commencement of the Works. • The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."
5.3.3	Add the following to Clause 5.3.3 after the last sentence: "The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof."
5.4.1	Between the wording "… Site," and "the location …." In the third line, add the following:

Clause	Description / Wording
	"Subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof,"
5.4.2	Access to and possession of office buildings shall not be exclusive to the Contractor but as set out in the Scope of Work.
5.12.2.4	In the event of any disruption which is entirely beyond the Contractor's control, the only compensation will be under the rates tendered for under items 1.2.8 through to 1.2.11.
5.12.3	Delete the entire subclause 5.12.3.
5.13.1	**The penalty for failing to complete the Works is 10% of total work/ order value.**
5.14.1	The requirements for Practical Completion are that the Works reach a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.
6.8.2	Tender Price adjustment will not be applicable to this contract.
6.8.3	Price adjustments for variations in the costs of special materials are **not** allowed.
6.10.1	In subclause 6.10.1 delete "monthly".
6.11.1	Delete this clause.
7.2.1	Add the following at the end of Clause 7.2.1: "Unless otherwise directed in writing by the Employers Agent, all materials for the Permanent Works shall be new and unused."
8.6	**Delete Clause 8.6. and replace with the following:** Notwithstanding the provisions contained in the General Conditions of Contract regarding insurance, and without limiting the obligations, liabilities and responsibilities of the Contractor in any way whatsoever and on the understanding that the Contractor is not relieved from his obligations towards the Employer regarding the provision (by the Contractor) of any other insurances, the Contractor shall effect and maintain for the duration of the Contract until the expiry of the Defects Liability Period. a) Public Liability (Third Party) Insurance The Policy will be subject to the normal Terms, Exceptions and Conditions applicable to such insurance and will provide the following cover: **(C) LIABILITY RISKS** Liability limit: R1,000,000
8.6.2	The Contractor will pay all premiums in connection with the insurance affected by the Contractor.
8.6.5	Submission of a Tender shall be deemed as acceptance by the Contractor that he is satisfied with the scope of the insurances effected by the Employer.
8.6.7	These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period.

Clause	Description / Wording
8.6.8	The Contractor may affect, at his own cost, any insurance additional to that affected by the Employer which he deems necessary in his own interests. The Employer reserves the right to call for full information regarding such insurances.
8.6.9	The insurances to be provided by the Contractor be affected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, if required by the employer, produce to the employer the Policy or Policies of insurance and the receipts for payment of the current premiums.
8.6.10	If the Contractor fails to effect and keep in force the insurances referred to, then the employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and, from time to time, deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.
9.1.4	Replace the contents of Clause 9.1.4 with the following: "Up to the time of termination of the Contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the Contract and the Contractor is precluded from exercising his right to terminate the Contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor: **1.** will be entitled to an extension of calendar time for working days lost as may be approved by the Employer's Agent, and **2.** will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer's Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer's Agent will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted.
10.11	Add the following additional clause: "**Details to be confidential** The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent."

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Description / Wording
1.1.1.9	The Contractor is: …….. ……..

Clause	Description / Wording
1.2.1.2	The Contractor's address for receipt of communications and notices is: **Address (Postal):** …… …… …… …… **Address (Physical):** …… …… …… …… Telephone Number (Work): …… Telephone Number (After Hours): …… Facsimile Number: …… Electronic Mail Address (E-mail): ……..

C1.3: HEALTH AND SAFETY AGREEMENT

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY ACT (1993)

BETWEEN

THE KOUGA LOCAL MUNICIPALITY
(Hereinafter referred to as the "EMPLOYER")

AND

……
……
……

Herein represented by ……..…….. in his/her capacity as ……..……..., duly authorised by virtue of a resolution dated ……..……..……, attached hereto as Annexure A, of the said
(Herein after referred to as the "CONTRACTOR")

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in respect of:

……
……
……
Contract number: …….

AND WHEREAS section 37 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as the "ACT"), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

- The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.

- The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs (a) and (b) above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
- The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be.

Signature(s) of authorised agents:

…… ……

Name(s) (in block letters):

…… ……

Capacity of authorized agents:

…… ……

for and on behalf of the Contractor:

……..……..……..……

……..……..……..……

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

Witness:

……..……..……
(Full name in block letters as well as signature)

……..
(Signature)

Date: ……..……..

for and on behalf of the Employer:

Signature of authorized agent: ……..

Name of authorized agent: ……..……..

Capacity of authorized agent: ……..……..

for the **Employer**:

KOUGA LOCAL MUNICIPALITY
P O Box 21
Jeffreys Bay
6330

Witness:

…….....…….……
(Full name in block letters as well as signature)

……..
(Signature)

Date: ……..……..

CONTRACT

PART 2 (OF 4): PRICING DATA

C2.1 Pricing Instructions

C2.2 Pricing Schedule and Summary

C2.1: PRICING INSTRUCTIONS

- The tenderer will be required to offer rates for all items specified in the bill and must be able to offer all services as requested. The contract will be evaluated and awarded to a single Tenderer, therefor only service providers that can offer all required services as itemized will be accepted for further evaluation.
- It should be noted that the Municipality reserves the right to compare the rates offered with going market related prices of material and labor offered.
- The tender will be evaluated on the total price of all items. If not quoted on all line items, the tender will be regarded as non-responsive.
- Price to include Supply, delivery, offloading, installation and maintenance within Kouga area.
- Invoicing and payment will be done based on unit rates and specific quantities as per official purchase order for work to be done.
- Total only to be used for evaluation purposes.

C2.2: PRICING SCHEDULE AND SUMMARY

Description	Measurement	Quantity /Hours	Unit Price (Excluding VAT)	Vat	Unit Price (Including VAT)
9000Btu/h Model –New	per unit	1			
12000Btu/h Model – New	per unit	1			
18000Btu/h Model – New	per unit	1			
24000 Btu/h Model v-New	per unit	1			
32000 Btu/h model –New	per unit	1			
Remove old and install new unit	Rate p/h	1			
Service, maintenance and repair cost per unit	Rate p/h	1			
Callout rate Humansdorp	Rate p/h	1			
Callout rate Jeffreys Bay	Rate p/h	1			
Callout rate St Francis Bay	Rate p/h	1			
Callout rate Hankey	Rate p/h	1			
Callout rate Patensie	Rate p/h	1			
Electrical cabling from aircon to nearest power point (must	Rate/meter	1			

include trunking)					
Additional piping between compressor and split unit (must include trunking)	Rate/ meter	**1**			
					TOTAL (TO BE CARRIED TO FORM OF OFFER)

Signed …….. Date ……..…….

Name ……..….. Position …….

Tenderer …….

SCOPE OF WORKS

C3.1 Description of the Works

C3.2 Special Conditions

C3.1 Description of the Works

Specifications

The following models must be supplied including the specification of each model.

- 9000Btu/h models must be supplied.
- 12000Btu/h models must be supplied.
- 18000Btu/h models must be supplied.
- 24000Btu/h models must be supplied.
- 32000Btu/h models must be supplied.
- The gas should be eco-friendly -odourless, colourless, non-flammable and non-toxic.
- Minimal noise level should not exceed 41.7 dbs.
- Should be installed by successful Bidder.
- Air conditioners should have both heating and cooling capabilities.
- Air conditioners should have a warranty of at least two (2) years. Defects will be replaced at the expense of the supplier. The supplier will be responsible to ensure that the products are replaced, delivered, and assembled, where required.
- Installations must be done with hot dipped galvanized brackets.
- All installations must be done with trunking.
- All aircons must be split systems design with high energy saving capabilities with a High SEER rating.
- All aircons must consist of smart technology to track high consumption and to optimise energy efficiency.

Non-compliance with any of the requirements for implementation will deem your bid non-responsive.

	Bidders must indicate YES or NO
• Service Level Agreement (SLA) should make provision for the repair and maintenance of Air conditioners for the duration of the contract	
• The service provider shall be required to perform service, repair and maintenance of all air	

conditioners installed by the service provider for the duration of the contract.	
• The service provider must provide costing to repair and service, repairs and maintenance of the Municipality's currently installed air conditioners at our different facilities within Kouga area. Shall be required to provide quotations for the repair and service of current air conditioners.	
• The service provider must be able to remove and install air conditioners	
• Service provider must be able to attend to call out to service and repair existing air conditioners installed in various Municipal facilities	
• All connections must comply with latest wiring code SANS 10142	
• A Certificate of Compliance (COC) needs to be provided by the successful bidder upon completion of installation or when repairs and maintenance have been performed	
• Installation of new air conditioners and repairs and maintenance of existing air conditioners will be treated separately	
• New supplied aircons must include installation cost. • Must have a turn-around time of 72 hours once an official order has been issued	
• Proof of Valid Contractors Liability insurance (successful services provider will be required to submit Letter of Confirmation within 14 days of receipt of official appointment letter)	
• Proof of Valid COIDA Letter of Good Standing (successful services provider will be required to	

submit Letter of Confirmation within 14 days of receipt of official appointment letter)	

C3.2 SPECIAL CONDITIONS

1. CIBD grading 1ME or higher.
2. Bidder must have a registered workshop within 150km of Jeffreys Bay. Proof must be submitted in the form of municipal billing information/ lease agreement and may be requested.

ATTACH ALL RETURNABLE/ SPECIAL CONDITIONS/ SPECIFIC GOALS DOCUMENTS