

REQUEST FOR BIDS (RFB)

APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR (S) WITH A CIDB RATING OF 4 ME OR HIGHER FOR THE UPGRADING AND MAINTENANCE OF HVAC SYSTEM AT VARIOUS BUILDINGS ON THE DISTRICT SIX CAMPUS

BID NUMBER: CPUT 63 – 64/19

BID INVITATION DATE	
INVITATION DATE:	09 NOVEMBER 2019

COMPULSORY BRIEFING/ SITE BRIEFING SESSION	
MEETING DATE:	18 NOVEMBER 2019
MEETING TIME:	11H00
ADDRESS:	Cape Peninsula University of Technology, CPUT – Bellville Campus
	SENATE HALL, 1ST FLOOR, ADMINSTRATON BUILDING
	NB: DOORS WILL BE CLOSED AT 11H10 AND NO REPRESENTATIVE WILL BE ALLOWED TO ENTER THE VENUE BEYOND SUCH TIME

SUBMISSION INFORMATION	
CLOSING DATE:	28 NOVEMBER 2019
CLOSING TIME:	11H00
ADDRESS:	Cape Peninsula University of Technology, Bellville Campus, Symphony Road Procurement Offices, Norman Building,
	Bid Box in Procurement: Accessible during working hours: Between 08H30 -16H00

INVITATION TO BID

The Cape Peninsula University of Technology invites suitably qualified contractors to submit bids for the following:

Bid No.	Description	Compulsory briefing	Closing Date and Time	Submitted
CPUT 63/19	Appointment of a suitably qualified contractor with a CIDB rating of 4 ME or higher for the upgrading and maintenance of HVAC system in the Engineering building on the District Six Campus	18 November 2019 at 11:00, 1 st Floor, Senate Hall, Administration Building, Bellville Campus NB: Doors will be closed at 11:10 and no representative will be allowed to enter the venue once the doors are closed.	28 November 2019 at 11:00	
CPUT 64/19	Appointment of a suitably qualified contractor with a CIDB rating of 4 ME or higher for the upgrading and maintenance of HVAC system at the Administration building on the District Six Campus	18 November 2019 at 11:00, 1 st Floor, Senate Hall, Administration Building, Bellville Campus NB: Doors will be closed at 11:10 and no representative will be allowed to enter the venue once the doors are closed.	28 November 2019 at 11:00	

Please make (tick) use of the last column to indicate the bid submitted.

INDEX TO BID DOCUMENT

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SECTION 01
CPUT CONDITIONS OF BID

BIDDERS INFORMATION (KINDLY COMPLETE)	
COMPANY NAME:	
CONTACT PERSON:	
DESIGNATION:	
PHYSICAL ADDRESS:	
OFFICE TELEPHONE NUMBER:	
CELL NUMBER:	
OFFICE FAX NUMBER:	
E-MAIL ADDRESS:	

<p>I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud.</p> <p>I agree to abide by all conditions of this Bid and certify that I am authorised to sign this Bid.</p>	<p>-----</p> <p>AUTHORISED SIGNATORY</p> <p>-----</p> <p>SURNAME AND FULL NAME/S</p> <p>-----</p> <p>DATE</p>
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IMPORTANT INFORMATION - PLEASE TAKE NOTE:
<ul style="list-style-type: none"> • Procurement Office is only open Monday to Friday (08:30 am to 16:00 pm). • Bid Register in Procurement must be completed and signed upon submission. • Courier Services must be made aware of the <u>Bid Register</u> as well as the <u>Bid Number</u> and <u>your Company Name</u>. • Failure to sign the Bid Register can lead to disqualification. • The Bidder is responsible for ensuring the employees/courier service locates the Bid Box at Procurement for proper submission.

1. REQUEST FOR BID SCHEDULE

Interested Bidders are hereby invited in the manner specified to submit to CPUT, goods and/or services specified in the RFB complying in all respects with the attached Instructions to Bidders.

The following information is specific to this RFB:

HEADING	CONTENT
<u>Compulsory</u> Information Meeting	Refer to the Bid Cover
CPUT Representative/s to whom Written Enquiries must be Addressed	Name : Refiloe Mafatle E-Mail Address : MafatleR@cput.ac.za All Enquiries must be in Writing. Enquiries must be submitted up until 21 November 2019
Physical Address for Bid Submissions	Address : Cape Peninsula University of Technology Bellville Campus Symphony Road, Normans Building, Procurement Bid Box: Procurement Offices <i>(Bid Register to be signed on Submission)</i>
PLEASE NOTE THE FOLLOWING:	<ul style="list-style-type: none"> • No faxed or e-mailed Bids will be accepted. • Multiple Bids from the same Bidder is not allowed.
Submission of Bid Documentation and Further Instructions (Neglecting to follow these mandatory instructions will lead to disqualification)	<u>2 (TWO) SEALED ENVELOPES</u> must be submitted as follows: <ul style="list-style-type: none"> • 1 (one) envelope/package with the <u>Original Technical Bid Document & Two Copies</u> Clearly mark the envelope/package as follows: <ul style="list-style-type: none"> • Original Bid Document; • Bid Number; • Bid Description; • Your Company Name. • Include Your Company Return Address.

	<ul style="list-style-type: none"> • <u>1 (one) envelope with the Original Pricing Schedule & Two Copies</u> <p>Clearly mark the envelope as follows:</p> <ul style="list-style-type: none"> • Original Pricing Schedule; • Bid Number; • Bid Description; • Your Company Name. • Include Your Company Return Address.
BID Document Fee	Is a Bid document fee payable? <u>YES</u> R300.00 (three hundred rand) inclusive of VAT.
CPUT's Banking Details for Payment of Bid Document Fee	<p>Bank : ABSA Bank</p> <p>Branch Name : Cape town</p> <p>Account Name : Cape Peninsula University of Technology</p> <p>Account Number :01162510521</p> <p>Branch Code :632005</p> <p>Reference :Bid Number & (Your Company Name)</p>
Details when Paying at CPUT's Cashier's for a Bid Document Fee	<p>Cost Code & : 0100/55056:</p> <p>Bid Reference : Bid Number & (Your Company Name)</p>
Grounds on which Bids may be Disqualified	Instructions to Bidders for basic grounds set out on the Automatic Disqualification.
Mandatory Documents to be Submitted together with the Bid	See Mandatory Documentation/Requirements schedule.
Criteria for Evaluation of Bids on Functionality and Weight of each Criteria	See Functionality Criteria (refer to applicable schedule).
Contract Type	JBCC Edition 6.1 March 2014
Payment Terms (after project completion/delivery)	30 (thirty) days after Statement Date.

Period of Bids Validity after Submission	120 (ninety) days from the Closing Date of Bid Submission.
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For **Cape Peninsula University of Technology** who hereby warrants that s(he) is duly authorised to sign this RFB on its behalf

Full Name(s)

Designation

2. INSTRUCTIONS TO BIDDERS

2.1 DEFINITIONS AND INTERPRETATION

In this RFB and its component documents (other than Terms and Conditions) the following terms will have the following meanings assigned to them, unless the context indicates otherwise:

- 2.1.1 **Bidder/Bidder(s)** – means all persons/companies participating in this RFB process and/or submitting Bids;
- 2.1.2 **Bid(s)** – means a Bidder's/Bidder's submission to CPUT offering to supply the CPUT Department with the Goods/Services;
- 2.1.3 **CIPC** – means the Companies and Intellectual Property Commission;
- 2.1.4 **Closing Date and Time** – the closing date and time for submission of a Bid, specified in the Bid Request Schedule or on the front cover of this RFB;
- 2.1.5 **Contract** – means any contract flowing from this RFB between CPUT and a successful Bidder for the supply of the Goods/Services;
- 2.1.6 **JBCC** - The JBCC Principal Building Agreement, Edition 6.1 March 2014, amended as prepared by the Joint Building Contracts Committee shall be the applicable building **agreement**;
- 2.1.7 **Date of Issue of RFB** – means the date of issue of this RFB by CPUT specified in the Bid Request Schedule or on the front cover of this RFB;
- 2.1.8 **Goods/Services** – means the merchandise, products, goods, works and/or services described in the Bid Request Schedule and – Scope of Supply and Specifications, or elsewhere in this RFB;
- 2.1.9 **Interested Party(ies)** – means any firm(s) who has/have attended the compulsory information session and submitted a proposal.
- 2.1.10 **Mandatory Documents** – the mandatory documents referred to in the Bid Request Schedule to be submitted by Bidders as part of their respective Bids;
- 2.1.11 **Procurement Department** – means the department within the Finance Division of CPUT which generally deals with the procurement of Goods/Services on behalf of CPUT Departments;
- 2.1.12 **Procurement Policy** – means the Procurement Policy that Council approved of CPUT governing, the procurement of Goods/Services;
- 2.1.13 **Related Person** – means, relative to a specified person, a related or inter-related person as defined by sections 1 and 2(1) of the Companies Act 2010;
- 2.1.14 **RFB/Bid** – means this Request for Bids including all of its component parts, schedules and annexures;
- 2.1.15 **RFB/Bid Reference Number** – means the Request for Proposal Reference Number specified in the Bid Request Schedule or on the cover page of this RFB;
- 2.1.16 **RFB Short Title** – means the Bid Short Title specified in the Bid Request Schedule or on the cover page of this RFB;

- 2.1.17 Verification Documents** – means the documentation to be submitted by a Bidder in order to verify each criterion, specified in this RFB;
- 2.1.18 CPUT** – means the Cape Peninsula University of Technology, a higher education institution in terms of the Higher Education Act;
- 2.1.19 CPUT Department** – means a department, faculty, division, centre, unit, institute, club or society of CPUT;
- 2.1.20 CPUT Representative** – means the duly appointed representative of CPUT for the purposes of this RFB, specified in the Bid Proposal Schedule;
- 2.1.21** Where CPUT and the Bidders' interpretation of the document differ, CPUT's interpretation will prevail.

2.2 PURPOSE AND OBJECTIVE OF RFB

The purpose of this RFB is to reach the wider supply market in the procurement of goods and services in the collection of goods cost, pricing and general information on your business in order to determine the Bidder/s who are most capable of supplying the service to CPUT.

2.3 INTRODUCTION AND APPLICATION

The CPUT Department specified in the attached Bid Request Schedule is considering the procurement of the Goods/Services.

This RFB, comprising the documents specified in the Bid Request Schedule, has accordingly been issued by the Procurement Department under the RFB Number and Bid Short Title on the Date of Issue of RFB.

The purpose of these instructions is to inform prospective Bidders of the terms and conditions which will apply to the submission of Bids for the supply of the Goods/Services.

By participating in this RFB process and/or submitting a Bid, all Bidders undertake to be bound by the terms and conditions of this RFB.

Each Bidder will submit a Bid which conforms in all respects with this RFB. Bidders which submit responses to the RFB will be deemed to have accepted, and wilfully comply with all the terms and conditions.

The Bid must be signed by a person fully authorised to commit the Bidder to the terms and conditions set out in this RFB. CPUT is entitled to assume that there is full authority in the signatory of the Bid.

MANDATORY DOCUMENT REQUIREMENTS AND CHECKLIST:

Please complete the following checklist to reflect which documents have been submitted. Make sure that the relevant documents are included and referenced properly. Please attach certified copies unless otherwise stated in the checklist.

Make sure that the Annexure and Page Number column is completed and references the exact Annexure/Page Number specified in your submitted bid document.

	DESCRIPTION OF REQUIREMENT (documents must be in the same order and referenced against applicable number as in this checklist)	Please <input type="checkbox"/> where Applicable
1.	Duly completed bidders information	
2.	Duly completed original bid document and two copies	
3.	Proof of payment for the non-refundable bid document fee	
4.	Attendance of a compulsory briefing/clarification meeting. Attendance register will serve as the reference document to confirm attendance.	
5.	CIPC Registration Document for Companies and CCs Letter from a registered accountant for all other entities confirming entity type.	
6.	<p>Valid Tax Clearance Certificate</p> <p>It is an absolute requirement that the taxes of the successful Respondent ARE in order, or that a suitable arrangement has been made with SARS to satisfy them. Written proof from SARS in respect of this arrangement to be provided in the absence of a valid tax clearance certificate.</p> <p>The Tax Clearance Certificate relating to the BID must be valid at the time of submission.</p> <p>Each party to a Consortium / Joint Venture / Sub contractor must provide a separate valid Tax Clearance Certificate.</p>	
7.	Valid letter of good standing for building works (FEM) (RAM)	
8.	Valid proof of the contractor grading designation of 4 ME or higher (certificate or screen short).	
9.	<p>Organization positive/satisfactory reference letters for a minimum of two projects from clients (or client representatives or project manager) of completed projects of similar nature (installation/upgrading/maintenance of HVAC system) and value (minimum of R3 million in value and above).</p> <p>NB: The letters must contain the contact details of the reference, description of the project, project start and completion date, the contract amount, and the reference satisfaction.</p> <ol style="list-style-type: none"> i. The project must not be more than five years old from its completion. ii. If the letter does not have a start date, then an appointment letter is required to compliment this item. iii. If the letter does not have completion date, then a completion certificate is required to compliment this item. iv. If the letter does have a contract amount, then an appointment letter or purchase order with a contract amount is required to compliment this item. v. Failing to provide any of the above items or proof, the letter maybe considered invalid. 	

*** This table must read in conjunction with Schedule 1 to Schedule 7.**

I/ We hereby acknowledge my/ our understanding that failure to submit all the documents listed above, renders my/ our submission incomplete. As a result, my/ our submission will be disqualified and not considered any further in the bid process.

NAME:.....DATE:.....

SIGNATURE:.....

2.4 EVALUATION CRITERIA

2.4.1 TOTAL COST

“Total Costs” will be an important parameter for Bidder assessment.

“Total Costs” is defined as follows:

- “Total Costs” means the sum of all direct and indirect costs associated with the purchase of the goods incurred by CPUT, including but not limited to the invoice price, goods life, service costs, distribution costs, transaction costs, inventory costs, purchasing administration costs and other costs incurred with the use of the goods provided by the Bidder.

2.4.2 Bidders are expected to provide highly competitive costs.

2.5 BIDDER CAPABILITY

CPUT will make an assessment of Bidder/s capability on the basis and information provided by Bidders in response to this RFB.

2.6 EMPOWERMENT/SOCIAL RESPONSIBILITY

CPUT is serious in its commitment to the previously disadvantaged groups and will expect selected Bidders to demonstrate that they share that commitment.

2.7 GUIDELINES FOR SUBMISSION OF PROPOSAL

2.7.1 ACCEPTANCE OF PROPOSAL AT CPUT DISCRETION

CPUT reserves the right, exercisable at its sole discretion, to review, evaluate and dispose of any Bid as it sees fit. Nothing stated in this RFB (whether express or implied) binds or obligates CPUT to accept the lowest of any price contained in the Bid or to accept any Bid.

Bidders or their representatives can expect to discuss the details of their Bid during the evaluation process. CPUT reserves the right to negotiate specific terms with the preferred Bidders prior to the award of a final contract (if any).

2.7.2 CONFORMANCE

All Bids must conform to each of the requirements set out in this RFB. Non-conforming Bids will not be considered.

2.7.3 SUBMISSION VALIDITY

Each Bid submitted by a Bidder must remain valid for a period of **90 (ninety) days** from the required date of submission.

2.8 BID DOCUMENTATION

2.8.1 ADDITIONAL BIDDER INFORMATION

CPUT may request additional data, discussions or presentations in support of responses to the RFB.

Additionally, CPUT may conduct a survey of any Bidder under consideration to confirm or clarify any information provided (including pricing) or to collect more evidence of managerial, financial and technical abilities, including but not limited to, meetings and visits to current customers served by the Bidder.

2.8.2 SUBMISSION OF BID DOCUMENTATION

Each Bidder will in all material respects fully complete, sign and submit all the prescribed forms of this RFB, and all mandatory supporting documentation required in terms of this RFB.

The Bid must be completed and submitted in the English language.

Submission of Bid Documentation as prescribed in the Request for Bid Schedule under the Heading "Submission of Bid Documentation and Further Instructions" must be followed. Disregarding these instructions will lead to disqualification.

The "Original" Bid documentation and Pricing Schedule must be submitted into the official Bid Box located in Procurement Department during office hours only:

Cape Peninsula University of Technology
Bellville Campus
Symphony Road,
Bid Box Located at:
Procurement Department

The Bid Register must be completed on submission of bid documentations.

2.8.3 JOINT VENTURE/CONSORTIUM SUBMISSIONS

Submission of documentation must include a copy of the legal Joint Venture/Consortium agreement. Furthermore, mandatory documentation and requirements must be submitted for each partner/business forming part of the Joint Venture/Consortium.

2.9 COMPULSORY INFORMATION MEETING (WHERE APPLICABLE)

- 2.9.1 If it is indicated in the Bid Request Schedule that an information meeting is to be held, the provisions of this clause will apply.
- 2.9.2 The CPUT Representative (or his/her delegate) will meet prospective Bidders at the address, on the date and at the time specified in the Bid Request Schedule, in order to brief the Bidders with regards to this RFB and/or for provision of any further information.
- 2.9.3 Attendance by all Bidders at the **information meeting is compulsory (where applicable)**.
- 2.9.4 The Bidder, or its representative(s), will be required to sign an attendance register on the date of the meeting, as proof of attendance.
- 2.9.5 CPUT reserves the right to limit the numbers of representatives from each Bidder.
- 2.9.6 Bidders, or their representatives, attend the information meeting at their own risk and CPUT will not be liable for any loss, damage or injury incurred or suffered by Bidders or their representatives.
- 2.9.7 Failure to attend the Compulsory Information Meeting will result in the disqualification of a Bidder.

2.10 BIDDERS' CODE OF CONDUCT

In the compilation and submission of Bids and in all matters arising out of or in connection with their participation in this RFB process, each Bidder agrees and undertakes:

- 2.10.1 to act fairly, reasonably, ethically and in good faith;

- 2.10.2 to comply with all applicable laws including without limitation the Prevention and Combating of Corrupt Activities Act, the Competition Act and the Prevention of Organised Crime Act;
- 2.10.3 not to (and to procure and ensure that its officers, employees, representatives, associates, relatives and agents do not) directly or indirectly approach or influence any officer or employee of CPUT, or any procurement agent or consultant appointed by CPUT, with a view to obtaining an unfair advantage for such Bidder's Bid, or attempt to influence the Bid adjudication process by means of any threat, gift or privilege;
- 2.10.4 not to request or attempt to obtain any information about competing Bids or the RFB process that would give it an unfair advantage over other Bidders;
- 2.10.5 not to share Bid information with other Bidders or potential Bidders or third parties, or to collude with other Bidders or potential Bidders;
- 2.10.6 prior to or as part of its Bid submission to disclose in writing to CPUT any conflicts of interest or duty or potential conflicts of interest or duty including:
- any interest which any officer, employee, consultant or adviser of CPUT (or their respective spouses, children, siblings or parents) may have in the Bidder or a Related Person;
 - the details of any Related Person of the Bidder in the employ of CPUT or engaged by CPUT in an advisory capacity.
- 2.10.7 for the duration of the RFB process until Contract award, not to communicate with any employee, officer or procurement agent of CPUT on any matter relating to this RFB except with or through the CPUT Representative unless such communication involves a complaint about such representative.
- 2.10.8 to report in writing to the CPUT representative/EMC any of the following misconduct by any employee, officer or procurement agent of CPUT or any Bidder relating to the RFB process:
- any contravention of the Prevention and Combating of Corrupt Activities Act or similar law;
 - the solicitation or extortion of any bribe, gift, privilege or advantage for the benefit of any person;
 - the leaking of confidential information by any CPUT employee or other person relating to any aspect of this RFB including any competing Bids or the evaluation of Bids, prior to the award of any Contract; and
 - any conflict of interest or duty.

2.11 REJECTION OF BIDS AND DISQUALIFICATION

The following will be rejected:

- 2.11.1 any Bid which has not been duly delivered and received at the Bid Box and Physical Address by the Closing Date and Time;
- 2.11.2 any Bid (including Courier Service deliveries) not completed and signed on a submission in the Bid Register at Procurement Offices;

- 2.11.3 any Bid envelope which is not correctly and fully completed with the mandatory information as stipulated in the Request for Bid Schedule under the Heading "Submission of Bid Documentation and Further Instructions";
- 2.11.4 any modification or correction to any Bid which has not been delivered and received at the Bid Box on the Physical Address by the Closing Date and Time or, in any case where CPUT has issued an Addendum to this RFB, by the date and time specified for any Bid changes;
- 2.11.5 any Bid where the Bidder's Certificate of Independent Bid Determination (4) of this RFB is found not to be true or is incomplete in any respect;
- 2.11.6 The following Bids are liable to be disqualified by CPUT:
- any Bid which is unsigned, incomplete or otherwise does not comply with this RFB;
 - any Bid which omits any Mandatory Document/Requirements and/or any Functionality Criteria, and no or insufficient explanation has been provided in the Bid documents;
 - where a Bidder is required to pay a Bid document fee and such fee has not been paid in the manner prescribed by that clause by the Closing Date and Time;
 - any Bid submitted by any person who CPUT has resolved not to conduct business with due to present or past breaches of contract, default, misconduct, irregularities or poor performance by a Bidder or by any Related Person, or on other reasonable grounds;
 - a Bid where the Bidder or any Related Person has, or would have, a conflict of interest or duty regarding the performance of any resulting contract for the supply of the Goods/Services;
 - the Bid of any Bidder found to have contravened the Bidders' Code of Conduct;
 - the Bid of any Bidder who did not attend a compulsory information meeting;
 - any other Bid which contravenes the additional grounds on which a Bid may be disqualified, specified in the Bid Request Schedule.

2.12 PRICE INSTRUCTIONS

- 2.12.1 Bidders will complete the BoQ/Pricing Schedule and submit it separate to the Bid as per instructions.
- 2.12.2 The responses must remain in the format outlined in the instructions which contain the requirements and costing information.
- 2.12.3 Bidders will give a breakdown of the BoQ/Bid price showing the basic price and Value Added Tax ("VAT") separately, failing which the Bid will be deemed to be inclusive of VAT which will be payable by the Purchaser subject to the receipt of a VAT invoice.
- 2.12.4 CPUT reserves the right to split and award the Bid to more than 1 (one) Bidder if it so desire.
- 2.12.5 Inclusive of all associated costs and taxes, including insurance, charges for packaging, carriage, delivery to the premises, handling fees, toll fees, permits, all duties, licences and other related charges payable in respect of the goods from time to time.

2.13 COSTS

CPUT is not responsible for any costs (whether direct or indirect) incurred by a Bidder in preparing and/or submitting a bid or otherwise responding to this RFB or in any subsequent discussions or negotiations. All parties and participants must bear their own costs.

2.14 ADDITIONAL BIDDER INFORMATION

CPUT may request additional data, discussions or presentations in support of responses to this RFB. Additionally, CPUT may conduct a survey of any Bidder under consideration to confirm or clarify any information provided (including pricing) or to collect more evidence of managerial, financial and technical abilities, including but not limited to, meetings and visits to current customers served by the Bidder.

2.15 BID/ BID PROCEDURE AND INSTRUCTIONS

2.15.1 The Bidder must examine all parts of the Bid documentation including all Annexures (“the Bid documentation”).

2.15.2 CONFIDENTIALITY: All information detailed in this Bid Document is proprietary in nature and not to be divulged without written permission from Cape Peninsula University of Technology. By the same token, Cape Peninsula University of Technology will not divulge any information without the written permission of the Service Provider.

2.15.3 The delivery of one complete signed copy of the Bid documentation, of which each page must be initialed in full by the Service provider and also signed in full in the spaces as provided for.

VALIDITY: The Bid offer must be VAT inclusive and valid for a period of ninety (90) days from the closing date.

2.15.4 The Cape Peninsula University of Technology retains the right to award or refuse Bids in its sole discretion and the lowest or any other Bids shall not necessarily be accepted. No late Bid will be taken into consideration.

2.15.5 All Bidders will be required to complete a vendor information form detailing the organization’s complete profile for registration on CPUT Vendor list.

2.15.6 All Service providers shall be advised in writing either that their Bid has been accepted or declined, as the case may be, within a period of ninety (90) days or such extended period of time as indicated by the Cape Peninsula University of Technology to the Service provider, from the closing date of this Bid.

2.15.7 PAYMENTS: CPUT will pay the Company the Fee as set out in the final contract. No additional amounts will be payable by CPUT to the Service Provider.

The Company shall from time to time during the duration of the contract, invoice CPUT for the services rendered which will be paid 30 days after receipt of an acceptable valid statement. No payment will be made to the Company unless an invoice complying with the section 20 of VAT Act No.89 of 1991 has been submitted to CPUT.

2.15.8 The Cape Peninsula University of Technology may, before the acceptance of any Bid, determine that further terms and conditions be added to the Bid documentation which will be deemed for all purposes to form part of the Bid documentation, and should the Cape Peninsula University of Technology not reach agreement with a preferential Service provider with regard to further terms and conditions, then the Cape Peninsula University of Technology retains the right not to award the Bid to such

preferential Service provider and to identify any of the other Service Providers as preferential Service Provider and to negotiate with other Service Providers with a view to awarding the Bid, whether as explained in the Bid documentation, or with the inclusion of any further Bid conditions in the sole discretion of the Cape Peninsula University of Technology as agreed upon with such Service Provider.

2.15.9 All enquiries with regard to the Bid in terms of the Bid documentation must be addressed to the contact details as set out on the first page of this Bid document.

2.16 NEGOTIATIONS

On receipt of Bid/s from Bidders, CPUT proposes to evaluate those responses based on the requirements.

Negotiations will be conducted with a reduced number of selected Bidders which may lead to one or more contracts for the supply of the service.

CPUT reserves the right to vary, at its sole discretion, this negotiation plan at any time and does not make any undertakings in relation to entering into any contracts for the supply of goods/services.

2.17 SPECIAL CONDITION OF CONTRACT

2.17.1 CONTRACT COMPLETION PERIOD

The contract completion period of this Project will be four (04) months.

2.17.2 QUANTITY REQUIRED & PRICING

CPUT (Cape Peninsula University of Technology) reserves the right to adjust the quantity required prior to, during or after the Bid process.

If deemed necessary, CPUT (Cape Peninsula University of Technology) reserves the right to split the Bid between more than 1 (one) Bidder to ensure competitive pricing and accurately supplied specifications.

2.17.3 JBCC CONTRACT

The successful Bidder will be required to sign the JBCC agreement as per the Construction Industry requirements with the Institution prior to the commencement of the Project.

2.17.4 STANDARDS

The service/s supplied will conform to the standards mentioned in the RFB Bid documents and specifications.

2.17.5 DELIVERY AND DOCUMENTS

Delivery of the service will be made by the Bidder to the Institution in accordance with the terms specified in the RFB document.

The documents to be furnished by the Bidder to the Institution are as follows:

- Bidder's invoice/completion certificate showing goods/service description, quantity, unit price and total amount.
- Inspection certificate, issued by the nominated inspection agency and the Bidder's factory inspection report.

2.17.6 SUPPLY, INSTALLATION AND COMMISSIONING

The Bidder will be responsible to supply, install and commission the item to the institution at no cost to the University.

2.17.7 INSURANCE

The goods supplied under the contract will be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery by the Bidder.

2.17.8 INVITATION TO BID

The Service provider/ bidders herewith, by the delivery of the originally signed bid documentation, as contemplated in the RFB for the provision of goods or services to the Cape Peninsula University of Technology, as defined in the Bid documentation, and further read with all the bid documentation (“the RFB documentation”) and its annexures as listed in the RFB table of contents.

3. SCOPE OF WORK/ SUPPLY/SPECIFICATIONS

3.1 SPECIFICATIONS

3.1.1 CPUT’S OBJECTIVES

CPUT seeks to appoint a suitably qualified contractor for the upgrades and maintenance of HVAC system at various buildings on the District Six and Grand Bay campuses.

3.1.2 SPECIFICATIONS

The Bidder will be responsible for submitting confirmation (if requested) regarding existing or previous contracts which are or were valid. An official letter, on an official letterhead from the Client confirming contract periods will be acceptable.

SPECIFICATIONS OR SCOPE OF WORKS FOR THIS PROJECT IS INCLUDED AS SECTIONS/ANNEXURES TO THIS RFB DOCUMENT.

DESCRIPTION
PART ONE – DETAILED TECHNICAL SPECIFICATION
PART TWO – FIXED PRICE BOQ
PART THREE – NOTES TO BIDDERS
PART FOUR - BID PRICING SCHEDULE
PART SIX - GENERAL REQUIREMENTS FOR WORKMANSHIP
PART SEVEN - GENERAL REQUIREMENTS FOR PLANTS
PART EIGHT - PRINCIPAL CONTRACT PRELIMINARY AND GENERAL CLAUSE

EVALUATION PROCESS

4.1 PRE-QUALIFICATION/MANDATORY CRITERIA – CHECKING OF DOCUMENTS

- 4.1.1 CPUT has defined a three (03) stage bid evaluation criteria with the minimum pre-qualification/mandatory criteria included in the RFB, which must be met by the Bidder in order for CPUT to accept an offer for evaluation.
- 4.1.2 The pre-qualification evaluation will be carried out by CPUT to determine which Bidders responses are compliant or non-compliant with the bid specifications/requirements issued.
- 4.1.3 Where there is failure to comply with the pre-qualification/mandatory criteria and/or CPUT is for any reason unable to verify whether the pre-qualification criteria are fully complied with, the proposal will be disqualified.
- 4.1.4 No points allocated for mandatory documents/mandatory requirements. **Bidders not meeting these mandatory documents/mandatory requirements will be disqualified from the bidding process.**

4.2 FUNCTIONALITY (ENVELOPE 1)

4.2.1 The minimum qualifying score for functionality is 70 points.

Bidders must obtain 70 points or more to qualify for further evaluation in terms of Price and BBEE evaluation.

4.3 80/20 PREFERENCE POINT SYSTEM (ENVELOPE 2)

- 4.3.1 **Bids will be evaluated on the 80/20 preference** points scoring system: that is, 80 of the points awarded will be based on price, as indicated in the table below; and 20 of the points awarded will be based on B-BBEE codes system.
- 4.3.2 CPUT may request additional information, clarification or verification in respect of any information contained in or omitted from a Bidder's Bid. This information will be requested in writing.
- 4.3.3 CPUT may conduct a due diligence on any Bidder, which may include interviewing customer references or other activities to verify a Bidder's or other information and capabilities (including visiting the Bidder's various premises and/or sites to verify certain stated information or assumptions) and in these instances the Bidders will be obliged to provide CPUT with all necessary access, assistance and/or information which CPUT may reasonably request.

PRICE (80) AND B-BBEE (20) POINTS CRITERIA

POINTS	CRITERIA	DOCUMENTS REQUIRED
80	Price Points for price will be allocated in accordance with the formula.	Price schedule to be completed.
20	B-BBEE Points on B-BBEE will be allocated in accordance with the Bidders B-BBEE status.	Valid B-BBEE Certificate from SANAS, an accredited verification agency (including assessment report) or an Affidavit as per BBEE Amendment.

4.4 B-BBEE SCORE CARD

B-BBEE CONTRIBUTION LEVEL	POINTS
Level 1	20
Level 2	18
Level 3	16
Level 4	12
Level 5	8
Level 6	6
Level 7	4
Level 8	1
Lower than Level 8	0

4.4.1 Failure to submit a BEE Certificate will result in a zero-point allocation as far as BEE rating is concerned.

SECTION 02
RETURNABLE DOCUMENTS

CONTENT FOR LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents: Returnable Schedules required only for Bid evaluation purposes

1.1 PHASE 01 – MANDATORY ADMINISTRATIVE CRITERIA (ENVELOPE 1)

1.1.1	Bidders Information	(Page 05)
1.1.2	Duly completed original bid document and two copies	(Page 11)
1.1.3	Schedule 01 - Proof of Payment	(Page 24)
1.1.4	Schedule 02 – Site Inspection Register	(Page 25)
1.1.5	Schedule 03 - CIDB with the minimum grading of 4 ME	(Page 26)
1.1.6	Schedule 04 – Company Registration	(Page 27)
1.1.7	Schedule 05 - Valid letter of good standing for building works (FEM) (RAM)	(Page 28)
1.1.8	Schedule 06 - Bidders must produce a valid Tax Clearance Certificate	(Page 29)
1.1.9	Schedule 07 – Reference Letters from Customers of Completed Projects	(Page 30)

1.2 PHASE 02 – FUNCTIONALITY (ENVELOPE 1)

1.2.1	Schedule 09 - Company Resources and Key team members	(Page 31)
1.2.2	Schedule 10 - Work Plan and Proposed Methodology	(Page 35)

1.3 PHASE 03 – PRICE AND BBBEE SCORING (ENVELOPE 2)

1.3.1	Schedule 11 - BBBEE Certificate	(Page 37)
1.3.2	Section 08 - Priced Bills of Quantities	(Part Two)

1.4 OTHER DOCUMENTS FOR BID EVALUATION (ENVELOPE 1)

1.4.1	Schedule 08 - Proposed Warranty/Guarantee	(Page 30)
1.4.2	Schedule 12 - Contract Offer	(Page 38)
1.4.3	Schedule 13 - Declaration of Interest	(Page 39)
1.4.4	Schedule 14 - Certification of Independent Bid Determination	(Page 42)
1.4.5	Schedule 15 - Details of bidders nearest office (Western Cape)	(Page 45)
1.4.6	Schedule 16 - Appointment of CPUT Student (Training and Internship)	(Page 46)
1.4.7	Schedule 17 - Record of Addenda to Bid Documents	(Page 47)
1.4.8	Schedule 18 - Proposed Amendments and Qualifications	(Page 48)
1.4.9	Schedule 19 - Form of Indemnity (Design Responsibility for specialist work)	(Page 49)
1.4.10	Schedule 20 - Declaration of Cost Control	(Page 51)
1.4.11	Schedule 21 - Returnable Checklist	(Page 52)

SCHEDULE 01 – PROOF OF PAYMENT

The bidder shall provide a printed copy of the proof of payment in terms of the bid document fee (see page 07) in terms of payment information.

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 02 – SITE INSPECTION REGISTER

At the Bid briefing an attendance register will be made available (i.e. circulated) to attendees to complete accurately in terms of the information required. The responsibility remains with the bidder to ensure completion of the list as under no circumstance will this be updated after the briefing session and will serve as the reference document to confirm attendance. No other proof or advisement of attendance will be accepted.

Non completion of the attendance register will be deemed to be non-attendance to the compulsory briefing session

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 03 – PROOF OF REGISTRATION TO THE CIDB

Proof of registration to the Construction Development Industry Board (CIDB) or a screenshot of the CIDB grading is sufficient in the absence of a copy of the certificate attached to this Schedule.

Minimum requirement 4 ME

Each party to a Consortium/Joint Venture shall submit a separate CIDB Certificate.

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 04 – COMPANY REGISTRATION

The bidder / bidder shall provide a printed copy of the Company Registration details/ information.

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 05 – LETTER OF GOOD STANDING (FEM) RAM FOR GENERAL BUILDERS WORK

A valid letter of good standing for general building works as issued by the Department of Labour or the Federated Employers' Mutual Assurance Company (FEM) RAM document.

The bidders need to be registered and in good standing with a compensation insurer who is approved by the Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 06 – VALID TAX CLEARANCE CERTIFICATE

A valid Tax Clearance Certificate from the South African Revenue Services (SARS) shall be attached to this Schedule.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 07 – REFERENCES LETTERS

Provide at least 2 reference letters from Customers (Client, Principal Agent, or Project Manager) for completed work of a similar or greater scope (for the value of R3 million or more) to this bid.

This is referring to the experience of the bidder as a company (as opposed to key staff members) in the upgrading and maintenance of HVAC systems as a main contractor over the last five years.

The information provided shall be within the previous 5 years and shall exclude contracts not yet complete prior to the closing date of this bid.

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 08 – COMPANY RESOURCES AND KEY TEAM MEMBERS

Bidders are referred to table below which indicates the maximum possible score for information requested under this schedule.

Bidders are required to demonstrate the following:

- Composition of team structure including roles & responsibilities and time allocation
- Qualifications and Demonstrated Experience of key personnel in relevant projects (similar size, nature & complexity). As the work to be carried out in this Bid is of a technically complex nature, it is essential that suitably qualified and experienced personnel be assigned to this project.

As a minimum 1 (individual) key team members need to be allocated to the project serving in a full time capacity covering the following key competencies. (i.e. 1 competency per team member). The key team needs to be represented by a Contract Manager or Project Director (who does not necessarily need to be full time on the project):

1. Site Manager / Agent
2. Foreman

NOTE: (Minimum 5 Years' experience per designation for a minimum satisfactory score). The evaluation of quality will be based on the CV's submitted and organogram of proposed team. Bidders are to complete returnable CV templates and attach full detailed CV

7.1	Proposed Project organogram Provide an organogram of the leadership and management structure you intend to mobilize on a substantially full time basis on this project.	10
7.2	Key Staff Member	40
	Contract Manager/Project Director Number of years of relevant experience as a Contact Manager: > 10 year's experience (10 points) 5-10 year's experience (5 points) 0-5 year's experience (0 points)	10
7.2.1.	Site Agent Number of years of relevant experience as a Site Agent: > 10 year's experience (15 points) 5-10 year's experience (10 points) 0-5 year's experience (5 points)	15
7.2.2.	Foreman Number of years of relevant experience as a Foreman: > 10 year's experience (15points) 5-10 year's experience (10 points) 0-5 year's experience (5 points)	15

The CV's and proof of necessary qualifications of the key personal to reflect the following

Company representative (i.e Contract Manager, Project Director etc.)

Individual has managed all aspects of HVAC/Mechanical Engineering projects and been involved in client liaison, project reporting, project planning, production and overall delivery management on behalf of the building company. The Site Manager/Site Agent will need to as a minimum: engage the Client and the Consultants as required, plan the job, oversee site establishment, oversee material and subcontractor inputs and requirements, manage on going sub-contracts, ensure that quality, health & safety requirements are met on site and see to it that deliverables are met leading up to project completion. The Site Manager has to have a general understanding of the works.

Name:				
Date of Birth:				
Current Employer:				
Job Description and Qualifications:				
Relevant Years Experience (Relevant, i.e. as an overall Site Agent / Site Manager)				
Building / Structural Years Experience: (Relevant, i.e. with structural works in a retail/ commercial /industrial environment)				
Relevant Experience with Private Public Sector Clients:	YES		or NO	
Relevant Experience with Public Sector Client:	YES		or NO	
<p>Key experience in relevant projects: It is to be noted that 'relevant projects' refers to structural building projects in a retail/commercial /industrial environment.</p> <p>Project 1 Name: Start: Completion: Client: Outline of Responsibilities and Duties:</p> <p>Project 2 Name: Start: Completion: Client: Outline of Responsibilities and Duties:</p>				

The CV's and proof of necessary qualifications of the key personal to reflect the following

Site Agent

Individual has managed all aspects of HVAC/Mechanical Engineering projects and been involved in client liaison, project reporting, project planning, production and overall delivery management on behalf of the building company. The Site Manager/Site Agent will need to as a minimum: engage the Client and the Consultants as required, plan the job, oversee site establishment, oversee material and subcontractor inputs and requirements, manage on going sub-contracts, ensure that quality, health & safety requirements are met on site and see to it that deliverables are met leading up to project completion. The Site Manager has to have a general understanding of the works.

Name:				
Date of Birth:				
Current Employer:				
Job Description and Qualifications:				
Relevant Years Experience (Relevant, i.e. as an overall Site Agent / Site Manager)				
Building / Structural Years Experience: (Relevant, i.e. with structural works in a retail/commercial /industrial environment)				
Relevant Experience with Private Public Sector Clients:	YES		or NO	
Relevant Experience with Public Sector Client:	YES		or NO	
<p>Key experience in relevant projects: It is to be noted that 'relevant projects' refers to structural building projects in a retail/commercial /industrial environment.</p> <p>Project 1 Name: Start: Completion: Client: Outline of Responsibilities and Duties:</p> <p>Project 2 Name: Start: Completion: Client: Outline of Responsibilities and Duties:</p>				

Site Foreman

Individual has served in an HVAC/Mechanical Engineering supervisory capacity overseeing the execution of the works under the overall guidance of a Site Agent / Manager. The Foreman has to control and supervise sections and facilitate the following: Planning, Site Establishment, Material requirements, setting out of works, erection of elements and installations.

Name:				
Date of Birth:				
Current Employer:				
Job Description and Qualifications:				
Relevant Years Experience (Relevant, i.e. as an overall Site Agent Manager)				
Building / Structural Years Experience: (Relevant, i.e. with structural works in a retail/ commercial /industrial environment)				
Relevant Experience with Private Public Sector Clients: (Yes/No)	YES		or NO	
Relevant Experience with Public Sector Client: (Yes/No)	YES		or NO	

Key experience in relevant projects: It is to be noted that 'relevant projects' refers to structural building projects in a retail / commercial / industrial environment.

Project 1 Name:
 Start:
 Completion:
 Client:
 Outline of Responsibilities and Duties:

Project 2 Name:
 Start:
 Completion:
 Client:
 Outline of Responsibilities and Duties:

SCHEDULE 09 – WORK PLAN AND PROPOSED METHODOLOGY

Bidders are to provide a written work plan demonstrating how they intend to execute the works from initial site set-up right through to final certification of the works. Bidders to include a detailed works programme in a bar chart format illustrating the dependencies between the various activities. Bidders are referred to table below which indicates the maximum possible score for information requested under this schedule.

8.1	Construction Programme and Technical Approach	50
8.1.1.	Preliminary Programme of Works <ul style="list-style-type: none"> • Demonstrates a comprehensive project program (25 points) • Demonstrates a sufficient project program (15 points) • Demonstrates a partial project program (0 points) 	25
8.2.1.	Method Statement Showing an understanding this Contract <ul style="list-style-type: none"> • Demonstrates a full and comprehensive methodology plan (25 points) • Demonstrates a sufficient methodology plan (15 points) • Demonstrates a partial methodology plan (0 points) 	25

Preliminary Programme:

A COMPREHENSIVE Programme will include:

- All activities listed from appointment, lead-in, documentation planning, site establishment, enablement, hoardings, construction work, floor fit-out work in detail.
- All activities are clearly referenced and linked (dependencies shown)
- Programme reflects the key aspects of the works chronologically
- Programme reflects a critical path
- Programme complies with overall start and completion dates
- Programme clearly reflects completion of the services
- BENEFICIAL OCCUPATION requirement.

A SUFFICIENT Programme will include:

- Programme reflects chronological detail of the works on site
- Programme complies with overall start and completion dates
- Programme clearly reflects completion of services

A PARTIAL Programme:

- Does not reflect the above information clearly or omits key information.

NOTE: THE PROGRAM IS MERELY FOR EVALUATION AND WONT BE CONTRACTUAL BIDDING ON BOTH PARTITIES

Method Statement

A COMPREHENSIVE Method Statement will include:

- Narrative picks up on all key work streams related to appointment, lead-in documentation, site establishment, site enablement, erection of hoardings, construction work, fit-out work in detail.
- Method statement provides a narrative of the Contractor's intent.
- Method Statement refers to material handling and plant requirements on site
- Method Statement refers to site logistics (deliveries, access times)

A SUFFICIENT Method Statement will include:

- Method statement provides a narrative of the Contractor's intent.
- Method Statement refers to material handling and plant requirements on site

A PARTIAL Method Statement will include:

- Does not reflect the above information clearly or omits key information.

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 10 – BBEE CERTIFICATE

Attach Valid BEE Verification Certificate (Certified copy will be accepted) to this page.

Notes to bidder:

1. The bidder shall attach to this form a valid original or original certified copy of the B-BBEE Verification certificate issued in accordance with the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 by the Department of Trade and Industry.
2. In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in The name of the JV shall be attached, as well as a valid B-BBEE verification certificate for each member of the JV.
3. The attached verification certificate and the associated assessment report shall identify:
 - (a) The name and domicilium citandi et executandi of the bidder.
 - (b) The registration and VAT number of the bidder.
 - (c) The dates of granting of the B-BBEE score and the period of validity.
 - (d) The expiry date of the verification certificate.
 - (e) A unique identification number.
4. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format.

The bidder, at its own cost, must acquire any missing specified data listed in 3 above from it's selected verification agency or registered auditor and has it recorded on the certificate.

Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency or registered auditor and also attached to this form.

Signed _____ Date _____

Name _____ Position _____

Bidder: _____

SCHEDULE 11 – CONTRACT OFFER

I/We.....
(Name of individual, partnership, CC or company)

Identity number:
(For individuals and partnerships only)

Registration number:.....
(For CCs and companies only)

Date of incorporation:.....
(For CCs and companies only)

Of :
.....
.....
(Business Address)

Telephone number (.....).....Work (.....).....

Carrying on business under the title of:
.....
(Name of business)

Represented by
.....
(Name of representative)

In his/her capacity as:
.....
(Capacity of representative)

Being duly authorized by a resolution of the Board of Directors / Certificate of Partnership, as the case may be, dated; a certified copy of which is attached to these documents (for companies and partnerships only).

I/We hereby offer to undertake and perform the services herein described in the RFB terms and conditions at the price quoted per annum or the stipulated period in our attached comprehensive price schedule.

I/We further accept that if, after I/We have been notified of the acceptance of my/our offer,

I/We fail to enter into a formal contract or fail to furnish any necessary documentation then CPUT reserves the right to cancel the contract and recover any damages, including but not limited to consideration which may be been paid for the execution of the work.

Signed at _____ on this _____ day of _____ 2019

WITNESSES: . _____

SCHEDULE 12 – DECLARATION OF INTEREST

1. Any legal person, excluding persons employed by Cape Peninsula University of Technology (CPUT), or persons having a kinship with persons employed by the CPUT, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes a price Bid, 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 CPUT, 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 CPUT; and/or
- the legal person on whose behalf the Bid 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, shareholder¹):

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 / personnel numbers must be indicated in paragraph 3 below.

¹ "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 CPUT?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder / members:	
Name of CPUT Department / Division at which you / the person connected to the Bidder is employed:	
Position occupied in the CPUT institution:	
Any other particulars:	

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

2.8.1 If yes, did you attach 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).

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

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

2.9.1 If so, furnish particulars:

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

2.10.1 If so, furnish particulars:

2.11 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 CPUT who may be involved with the evaluation and or adjudication of this Bid? YES / NO

2.11.1 If so, furnish particulars:

2.12 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 Quoting for this contract?

YES / NO

2.12.1 If so, furnish particulars:

--

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

Full Name/s	Identity Number	Personal Tax Reference Number	Personnel Number

4. DECLARATION

I, THE UNDERSIGNED
(FULL NAME/S)

--

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

I ACCEPT THAT THE CPUT MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

--

SIGNATURE

--

DATE

--

NAME OF BIDDER

--

POSITION

SCHEDULE 13 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all Bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Bidding (or Bid rigging). ² Collusive Bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. The Procurement policy authorises the SCM section (which will include all persons delegated with authority in terms of the Procurement policy section (page 6 of 28)) of the CPUT to:
 - 3.1 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.
 - 3.2 Cancel a contract awarded to a Bidder of goods and services if the Bidder committed any corrupt or fraudulent act during the Bidding process or the execution of that contract.
4. This document serves as a 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 must be completed and submitted with the Bid.

¹ Includes price quotations, advertised competitive Bids, limited Bids and proposals.

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

SCHEDULE 13 (Continued)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying Bid:

(Bid Number and Bid Description)

in response to the invitation for the Bid made by:

CAPE PENINSULA UNIVERSITY OF TECHNOLOGY (CPUT)

(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 authorised 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 authorised 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” will include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
 - 5.1 Has been requested to submit a Bid in response to this Bid invitation;
 - 5.2 Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - 5.3 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 partner in a joint venture or consortium³ will not be construed as collusive Bidding.

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.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 7.1 prices;
 - 7.2 Geographical area where product or service will be rendered (market allocation);
 - 7.3 Methods, factors or formulas used to calculate prices;
 - 7.4 The intention or decision to submit or not to submit, a Bid;
 - 7.5 The submission of a Bid which does not meet the specifications and conditions of the Bid; or
 - 7.6 bidding with the intention not to win the Bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The, terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE

DATE

NAME OF BIDDER

POSITION

SCHEDULE 14 - DETAILS OF BIDDER'S NEAREST OFFICE (WESTERN CAPE)

INFORMATION REQUIRED	DETAILS TO BE COMPLETED
Physical address of nearest office:	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
Telephone number of nearest office:	<p>.....</p> <p>.....</p>
Time period for which the nearest office has been used:	<p>.....</p> <p>.....</p>
Is the office leased or owned?	<p>.....</p> <p>.....</p>

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 15 – APPOINTMENT OF CPUT STUDENT (TRAINING AND INTERNSHIP)

The successful bidder will have to appoint three students (one per department) as pre-selected by the Cape Peninsula University of Technology for in service training. This student shall formulate part of the contractor’s site team.

The student will have successfully completed their first year of study, and the following fields has been identified

- 2 x Building or Engineering Studies
- 2 x Health and Safety

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 16 – RECORD OF ADDENDA TO BID DOCUMENTS

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

Attach additional pages if more space is required.

Signed

Date

.....

Name

Position

.....

Bidder

.....

SCHEDULE 17 – PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed _____ Date _____

Name _____ Position _____

Bidder _____

SCHEDULE 18: FORM OF INDEMNITY (DESIGN RESPONSIBILITY FOR SPECIALIST WORKS)

Project Name:

Bid for (description of work)

I/We, the undersigned, hereby:

1. Warrant and undertake unto and in favour of the Employer, the Architect, the Engineer and the Contractor that:
 - (a) I/We, insofar as the Sub-contract works relating to my/our foregoing Bid have been or will be designed by me/us, have exercised and shall exercise due and proper skill and care in such design; and
 - (b) I/We, insofar as any part of the materials or goods for the Sub-contract works relating to my/our foregoing Bid have been or will be selected by me/us, have exercised and shall exercise due and proper skill and care in such selection of materials or goods; and
 - (c) I/We, shall comply with and satisfy any performance specification or requirement insofar as such performance specification or requirement is included or referred to in my/our foregoing Bid; and
2. Undertake and shall be obliged to pay and make good to the Employer all damages which the Employer may suffer as a result of my/our non-compliance with the warranties as set out in paragraph 1 above; and
3. Indemnify the Architects, the Engineer and the Contractor and hold them blameless and free of claims and proceedings of whatsoever nature, instituted against them or any one or more of them by any person whatsoever (including the Employer) in respect of or arising from the design of the Sub-contract works relating to my/our foregoing Bid, insofar as such design has or shall be made by me/us, or from the use of any materials or goods for the Sub-contract work relating to my/our foregoing Bid, insofar as such materials or goods have been or shall be selected by me/us, or from my/our failure to comply with and satisfy any performance specification or requirement as is included or referred to in my/our foregoing Bid.

For purposes of this Warranty and Indemnity the terms Employer, Architect, Engineer and Contractor shall mean the persons indicated as such under the heading GENERAL INFORMATION in the foregoing Bid document and in the event of:

- (1) No Engineer being appointed by the Employer, all references to the Engineer in the Warranty and Indemnity shall for all purposes be deemed to be deleted; and

- (2) No Contractor being indicated as aforesaid, the term Contractor shall mean the person or firm to be appointed by the Employer as Contractor

Except to the extent as set out in this Warranty and Indemnity, nothing herein contained shall create any privity of contract between the Employer and myself/ ourselves. This Warranty and Indemnity shall become of force and effect in the event of my/our foregoing Bid being accepted by the Contractor with or without any modification, and shall in such an event for all purposes be deemed to have been accepted by the Employer, the Architect, the Engineer and the Contractor.

Date

Signature

Name of Signatory

Name of firm represented by signatory

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SCHEDULE 19: DECLARATION OF COST CONTROL

The bidder’s attention is directed to the following cost control procedures which are to be implemented and strictly adhered to on this contract.

Bidders are advised to take cognisance of the Notes to Bidders and Preliminaries Applicable to the Main Contractor, as no claims arising out of his failure to comply with the aforesaid will be entertained.

The successful bidder will be required to notify the quantity surveyor, timeously (within fourteen (14) calendar days) of any or all variations, with their associated cost implications.
VARIATIONS NOT APPROVED BY THE QUANTITY SURVEYOR WILL NOT BE PAID FOR.

Where applicable, variation meetings will be held at stipulated dates (preferably on a monthly basis) in order to assess the nature and implications of any variations. (Dates and times will be advised by the quantity surveyor).

Valuation for payment claims as submitted to the main contractor or submitted by the main contractor, shall be broken down in sufficient detail to assist the quantity surveyor in the evaluation thereof.

The successful bidder will be required to submit a projected Final Account on a monthly basis (with his payment claim) reflecting variations, if any, at that particular stage of the contract.

DECLARATION

I/We the undersigned of

in my / our capacity asdo hereby accept to implement the aforesaid cost control procedures to ensure budgetary control.

Signature:

Date:

This declaration is to be signed and submitted together with the Form of Bid. Failure to do so will render the Bid incomplete and the bidder will be disqualified.

SCHEDULE 20 - RETURNABLES CHECKLISTS

ITEM	DESCRIPTION	INCLUDED
<u>Phase 01 - Mandatory Administrative Criteria</u>		
1	Bidder Information	<input type="checkbox"/>
2	Duly completed original bid document and two copies	<input type="checkbox"/>
3	Schedule 01 - Proof of Payment	<input type="checkbox"/>
4	Schedule 02 – Site Inspection Register	<input type="checkbox"/>
5	Schedule 03 - CIDB with the minimum grading of 4 ME	<input type="checkbox"/>
6	Schedule 04 – Company Registration	<input type="checkbox"/>
7	Schedule 05 - Letter of Good Standing	<input type="checkbox"/>
8	Schedule 06 - Valid Tax Certificate	<input type="checkbox"/>
9	Schedule 07 – Reference Letters	<input type="checkbox"/>
<u>Phase 02 – Functionality</u>		
10	Schedule 09 - Company Resources and Key Team Members	<input type="checkbox"/>
11	Schedule 10 - Work Plan and Proposed Methodology	<input type="checkbox"/>
<u>Phase 03 - Price and BBBEE Scoring</u>		
10	Schedule 11 - BBBEE Certificate	<input type="checkbox"/>
11	Section 03 – Form of Offer & Acceptance	<input type="checkbox"/>
12	Section 05 – Contract Data	<input type="checkbox"/>
13	Section 08 – Priced Bills of Quantities	<input type="checkbox"/>
<u>Other documents for Bid Evaluation</u>		
14	Schedule 08 – Proposed Warranty/Guarantee	<input type="checkbox"/>
15	Schedule 12 - Contract Offer	<input type="checkbox"/>
16	Schedule 13 - Declaration of Interest	<input type="checkbox"/>
17	Schedule 14 - Certification of independent bid determination	<input type="checkbox"/>
18	Schedule 15 - Details of bidders nearest office (Western Cape)	<input type="checkbox"/>

19	Schedule 16 – Appointment of CPUT Student	<input type="text"/>
20	Schedule 17 - Record of Addenda to Bid document	<input type="text"/>
21	Schedule 18 - Proposed Amendments and Qualifications	<input type="text"/>
22	Schedule 19 - Form of Indemnity (Design Responsibility)	<input type="text"/>
23	Schedule 20 – Declaration of Cost Control	<input type="text"/>
24	Section 06 – Occupational Health and Safety Agreement	<input type="text"/>
25	Schedule 21 - Returnable Schedule	<input type="text"/>