



BID NUMBER: PM42-25/26

TENDER DESCRIPTION: PROVISION OF REVENUE ENHANCEMENT, PROTECTION, ENFORCEMENT OF CREDIT CONTROL AND INDIGENT MANAGEMENT, REPLACEMENT OF METERS FOR PERIOD OF THREE (03) YEARS

NAME OF BIDDER:

CSD NUMBER:

CONTACT NUMBER

EMAIL ADDRESS:

TOTAL BID AMOUNT: _____

Document Prepared by:

Polokwane Municipality
Corner Landros Mare and Bodenstein Street
Polokwane
0699

CLOSING DATE: 19 June 2026 @ 10H00

Documents must be deposited in the bid box not later than **10H00 on 19 June 2026** when bids will be opened in public.

Bidders must contact the following officials for any enquiries:

• Technical enquiries: Ms. Millet Kae: 015 290 2584; milletk@polokwane.gov.za and Mr. Junior Seabela; 015 290 2461; juniors@polokwane.gov.za

• Supply chain enquiries: Mr. Tiro Pilusa: 015 290 2148; tirop@polokwane.gov.za

• **Bids will remain valid for a period of 90 days after the closing date.**

Bids received after the closing date and time will not be considered. Polokwane Municipality does not bind itself to accept the lowest or any other bid in whole or in part.

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be

regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the preferential procurement policy framework Act and The Preferential Procurement Regulation, 2022 and related legislation, in terms of which provision is made for this policy

1. If any pages have been removed from the bid document and have therefore not been submitted.
2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state;
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - (c) who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the Polokwane Municipality supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.

Failure to comply with the above will lead to immediate disqualification.

“Polokwane Municipality is committed to maintaining the highest standards of honesty, integrity and ethical conduct and has adopted a zero tolerance to fraud and corruption. Thus, Polokwane municipality urges all stakeholders and potential service providers to exercise extreme caution and be vigilant of imposters in the name of the Polokwane Municipality.

Service Providers are reminded of the importance of verifying the authenticity of any requests for personal information and avoid engaging with unsolicited communications, particularly those involving financial matters or the promise of tenders and jobs. Any suspicious activity, including fraudulent calls or messages, should be reported immediately to the relevant authorities and the police for investigation. Polokwane Municipality does not request potential service providers to pay any gratification to individual in any way whatsoever in exchange for the appointment to render services for the Municipality.”

Signed by Bidder



**PART A
INVITATION TO BID**

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

BID NUMBER:	PM42-25/26	CLOSING DATE:	19 June 2026	CLOSING TIME:	10H00
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DESCRIPTION	PROVISION OF REVENUE ENHANCEMENT, PROTECTION, ENFORCEMENT OF CREDIT CONTROL AND INDIGENT MANAGEMENT, REPLACEMENT OF METERS FOR PERIOD OF THREE (03) YEARS.
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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 Polokwane Municipality, Civic Centre, corner Bondenstein and Landdros Mare Street not later than 10:00 on **19 June 2026**.

An official and compulsory briefing session not applicable for this project.

The Bid box is generally open 24 hours, 7 days a week.

Completed Bid document, fully priced and signed must be sealed in an envelope marked “ Bid number and Bid description”

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za at no fee.

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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:
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DEPARTMENT	SCM	CONTACT PERSON	Ms. Millet Kae and Mr. Junior Seabela
CONTACT PERSON	Mr. Tiro Pilusa	TELEPHONE NUMBER	015 290 2584 and 015 290 2461
TELEPHONE NUMBER	015 290 2148	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	milletk@polokwane.gov.za and juniors@polokwane.gov.za
E-MAIL ADDRESS	tirp@polokwane.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-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 (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
<p>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.</p>	

**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:

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BID NO: PM42-25/26

BID DESCRIPTIONS: PROVISION OF REVENUE ENHANCEMENT, PROTECTION, ENFORCEMENT OF CREDIT CONTROL AND INDIGENT MANAGEMENT, REPLACEMENT OF METERS FOR PERIOD OF THREE (03) YEARS.

DIRECTORATE: BUDGET AND TREASURY OFFICE

BUSINESS UNIT: REVENUE MANAGEMENT

Bids are hereby invited for **PROVISION OF REVENUE ENHANCEMENT, PROTECTION, ENFORCEMENT OF CREDIT CONTROL AND INDIGENT MANAGEMENT, REPLACEMENT OF METERS FOR PERIOD OF THREE (03) YEARS.**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

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

The Municipality shall adjudicate and award bids in accordance with preference points of 90/10-point system, 90 points for the price and 10 points for specific goals. Prospective bidders must accept that the bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (ninety) days. The Council also reserves the right to negotiate further conditions and requirements with the successful bidder

N.B: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE [AS DEFINED IN REGULATION 1 OF THE LOCAL GOVERNMENT: MUNICIPAL SUPPLY CHAINS MANAGEMENT REGULATIONS]

**MS. THUSO NEMUGUMONI
CITY MANAGER
CIVIC CENTRE
LANDDROS MARE STREET**

RESPONSIVENESS AND EVALUATION CRITERIA

POLOKWANE MUNICIPALITY WILL CONSIDER NO BID UNLESS ITS MEETS THE FOLLOWING RESPONSIVENESS CRITERIA

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- A valid Central Supplier Database Number (CSD)
- Bid forms must be completed in full and each page of the bid initialed.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Proof of payment of municipal rates and taxes or letter from tribal authority or valid lease agreement must be attached.
- Complies with the requirements of the bid and technical specifications.
- Adheres to Pricing Instructions.
- Financial ability to execute contract
- Comply in full and observe the requirements of the Notice to Bidders
- Experience with similar work – demonstrate a track record of a projects of similar scope and size

EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Polokwane Municipality Supply Chain Management Policy (on request from Municipality), the a) preferential procurement regulation, and other applicable legislations.
- The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

PLEASE NOTE

The City Manager may reject the bid or quote of any person if that person or any of its directors has:

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
- c) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- d) Failed, during the last five years, to perform satisfactorily on a previous contract with the Polokwane Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
- e) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- f) Been convicted of fraud or corruption during the past five years;
- g) Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- h) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

FORM "A"

BID NO: PM42-25/26

I/We, the undersigned:

- a) Bid to supply and deliver to Polokwane Municipality all or any of the supplies and to render all the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- c) Further agree to be bound by those conditions, set out in Forms, MBD's, SBD's and the Annexures attached hereto, should this bid be accepted in whole or in part;
- d) Confirm that this bid may only be accepted by the Polokwane Municipality by way of a duly authorized Letter of Acceptance; and,
- e) Declare that, the relevant authorized person thereto will initial each page of the bid document and amendments.
- f) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- g) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed atthis Day of (Year)

Signature of the Bidder: _____

Name of Bidder: _____

Professional Registration No, if any, attach proof)

Address: _____

Date: _____

As Witness: 1. _____

 2. _____

Particular of Sole Proprietors and partners in partnerships

Name	Identity Number	Personal Income Tax Number

(Attach of identity Document, if bidder is a Sole Proprietor and/or partners in partnership)

State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.

I/We the undersigned am/are authorized to enter into this contract of behalf of:

by virtue of _____

dated _____ a certified copy if which is attached to this bid.

Signature of authorized person: _____

Name of Firm: _____

Postal Address: _____

Date: _____

As witness: 1. _____

2. _____

Please Note:

The prices at which bids are prepared to supply the goods and materials or perform the services must be placed on the column on the Form provided for that purpose.

Failure on the part of the bidder to sign the Form of Bid and initial each page of this bid document will result in a bid being disqualified.

Bank account details of bidder:

Bank: _____

Branch: _____

Branch Code: _____

Accounting Number: _____

Type of Account: _____

PROOF THAT MUNICIPAL ACCOUNT IS PAID IN FULL TO BE ATTACHED (ARRANGEMENTS MADE WITH COUNCIL WILL BE TAKEN INTO CONSIDERATION).

**NOTE: THE AUTHORIZED SIGNATORY MUST SIGN ANY ALTERATIONS TO THE
BIDDER DOCUMENT IN FULL**

**ANY COMPLETION OF THE BIDDER DOCUMENT IN ERASABLE INK WILL NOT BE
ACCEPTED**

BIDDING INFORMATION

Details of person responsible for bidding process

Name _____

Contact number _____

Address of office submitting bid _____

Telephone _____

Fax no _____

E-mail address _____

VAT Registration Number _____

AUTHORITY FOR SIGNATORY

Signatories for close corporation and companies shall conform their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

“By resolution of the board of directors passed on _____ 20____

Mr/Ms. _____

Has been duly authorized to sign all documents in connection with the bid for

Contract _____ No _____

And any Contract, which may arise there from on behalf of

Signed on behalf of the company: _____

In his/her capacity as:

Date: _____

Signature of signatory _____

As witness: 1. _____

2. _____

GENERAL UNDERTAKINGS BY THE BIDDER

DEFINITION

1. **"Acceptable bid"** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Regulation (of 2011).
2. **"Chairperson"** means the chairperson of the Polokwane Municipality Bid Adjudication Committee.
3. **"City Manager"** means the City Manager of the Municipality.
4. **"Committee"** refers to the Bid Adjudication Committee.
5. **"Council"** refers to Polokwane Municipality.
6. **"Member"** means a member of the Bid Adjudication Committee.
7. **"Service providers"** refers to the bidders who have been successful in being awarded Council contracts.
8. **"SMMEs"**(Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).
9. **"Contract"** refers to legally binding agreement between Polokwane Municipality and the service provider.
10. **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
11. **"Contractor"** means any natural or legal person whose bid has been accepted by the Council.
12. **"Closing time"** means the date and hour specified in the bid documents for the receipt of bids.
13. **"Order"** means an official written order issued for the supply of goods or the rendering of a service in accordance of the accepted bid or price quotation.
14. **"Written" or "in writing,"** means hand written in ink or any form of mechanical writing in printed form.
15. **"Highest acceptable tender"** Means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders
16. **"Historically Disadvantaged Individual (HDI)"** means a South African Citizen (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) ("the Interim Constitution"); and/or (2) Who is a female; and /or (3) Who has a disability; Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;
17. **"Lowest acceptable offer"** Means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders
18. **"Specific goals"** Means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the

implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994

19. **“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

INTERPRETATION:

1. In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:
2. An expression which denotes:-
3. Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
4. When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
5. Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/we hereby tender:

To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s) to the Polokwane Municipality.

On the terms and conditions and accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);

At the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the Polokwane Municipality during the validity period indicated and calculated from the closing time of the bid.

This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted.

Notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Polokwane Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;

In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;

The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss

the Municipality may sustain, as determined hereunder, by reason of my/our default.

Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby

undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Polokwane Municipality legal costs on an attorney and own client;

If my/our bid is accepted that acceptance may be communicate to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.

The law of the Republic of South Africa shall govern the contract created by the acceptance to this tender.

I/we have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfillment of this contract.

I/we declare that I/we have participated /no participated in the submission of any other bid for the supplies/services described in the attached documents. If your answer here is yes, please state the names(s) of the other Bid(s) involved: _____

General Conditions of Contract

1 DEFINITION

The following terms shall be interpreted as indicated:

- 1.1 "**Closing time**" means the date and hour specified in the bidding documents for the receipt of bids
- 1.2 "**Contract**" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "**Contract price**" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "**Corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "**Countervailing duties**" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "**Country of origin**" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "**Day**" means calendar day.
- 1.8 "**Delivery**" means delivery in compliance of the conditions of the contract or order.
- 1.9 "**Delivery ex stock**" means immediate delivery directly from stock actually on hand.
- 1.10 "**Delivery into consignees store or to his site**" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "**Dumping**" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "**Force majeure**" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "**GCC**" means the General Conditions of Contract.
- 1.15 "**Goods**" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16 "**Imported content**" means that portion of the bidding price represented by the cost of component parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or

other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

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

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

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and Administer the required and specified service(s) to the State.

1.26 “Tort” means in breach of contract.

1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GC Clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

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

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

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

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

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

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

(e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

15. Warranty

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

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

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the

supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the Delivery note and upon fulfillment of other obligations stipulated in the contract. 16.3

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

16.3 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the performance

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

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

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not

situated at or near the place where the goods are required, or the supplier's services are not readily available. 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties

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

The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) If the supplier fails to perform any other obligation(s) under the contract; or

(c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4 If a purchaser intends imposing a restriction on a supplier or any person associate time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed.

Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) The name and address of the supplier and / or person restricted by the purchaser;

(ii) The date of commencement of the restriction

- (iii) The period of restriction; and
- (iv) The reasons for the restriction.

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

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

24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase.

When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

(a) The parties shall continue to perform their respective obligations under the contract Unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort Or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and

Other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and

municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the Purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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

GENERAL PROCEDURES

1 General Directives

- 2.1 The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
- 2.2 Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
- 2.3 Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
- 2.4 The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
- 2.5 Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
- 2.6 All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
- 2.7 The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

2 Issuing of bid documents

On the date that the advertisement appears in the Municipality's Tender Bulletin, and or media, prospective bidders may request copies of the tender documentation.

The Supply Chain Management Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.

No bid responses from any bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid. No line function staff should be allowed to communicate with potential bidders without the approval by the Manager: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time.

The decision to extend the closing date or time rests with the Manager: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

3 Payment of bid documents

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za at no fee.

4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

4.1 Invitation to prospective providers to submit bids must be by means of a public advertisement in the national treasury publication portal www.etenders.gov.za, the website of the municipality or any other appropriate ways (which may include an advertisement in Polokwane Municipality Notice board)

5 Public advertisement must contain the following:

The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and

6 Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.

7 Bids submitted must be sealed.

8 The following information must appear in any advertisement:

- Bid number;
- Description of the requirements;
- The place where the bid documents can be obtained;
- The date, time and venue where site inspection/briefing session will be (if applicable);
- Closing date and time;
- The fee applicable that must be paid before the bid documents will be issued; and
- The name and telephone numbers of the contact person for any enquiries

9 Site meetings of briefing sessions (if applicable)

A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

It should be a condition that prospective bidders attend a site inspection and non-attendance should invalidate a bid, where a site inspection/briefing session is applicable.

10 Handling of bids submitted in response to public invitation

10.1 Closing of bids

All bids will close at **10H00** on a date as stipulated on the advertisement, which must be reflected in the bid document.

Bids are late if they are received at the address indicated in the tender documents after the closing date and time.

A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by explanation.

10.2 Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Manager: Supply Chain Management or his/her delegate.

The official opening the bids should in each case read out the name of the bidder and the amount of the bid.

The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened.

Bids should be recorded in a register kept for that purpose.

10.3 Validity Period of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document.

Should the validity period expires on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

10.4 Consideration of bids

- The Council takes all bids duly admitted into consideration.
- The Council reserves the right to accept the lowest or any bid received.
- The decision by the Municipality regarding the awarding of a contract must be final and binding

10.5 Evaluation of bids

The following are criteria against which all bids responses will be evaluated:

11 Compliance with bid conditions;

12 Meeting technical specifications and comply with bid conditions;

13 Financial ability to execute the contract; and

- (i) Only bidders who are registered in the relevant professional body will be considered. This requirement will remain in force as long as it is a requirement of that specific professional body.
- (ii) The Joint Ventures, all companies, which are part of the joint venture, must be registered with the professional body. The company that meets the requirement of professional body will be considered.

14 Evaluation of bids on functionality and price

14.1 All bids received will be evaluated on functionality and price.

15 The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further evaluation.

- I. Only bid with the highest number of points will be selected.

16 Acceptance of bids

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form.

The successful service provider will be required to sign the service level agreement.

Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes.

A register or records should be kept of all bids accepted

17 Publication of bids results

The particulars of the successful bidders should be published in the Municipality's Tender Bulletin, website as well as the newspaper on which the bid was advertised.

18 Cancellation and re-invitation of bids

- I. In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 000 000.00, the bid invitation must be cancelled. If one or more of the acceptable bid(s) received are within the R50 000 000.00 threshold, all bids received must be evaluated on the 80/20 preference point system

II. In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 000 000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R50 million threshold, all bids received must be evaluated on the 90/10 preference point system

If a bid was cancelled as indicated above, the correct preference point system must be stipulated in the bid documents of the re-invited bid.

City Manager may, prior to the award of a bid, cancel the bid if:

Due to changed circumstances, there is no longer a need for the services, works or goods requested.

City Manager must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured. Or

Funds are no longer available to cover the total envisaged expenditure.

City Manager must ensure that the budgetary provisions exist prior to inviting bids: or

No acceptable bids are received (If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids)

BID NO: PM42-25/26

BID DESCRIPTIONS: PROVISION OF REVENUE ENHANCEMENT, PROTECTION, ENFORCEMENT OF CREDIT CONTROL AND INDIGENT MANAGEMENT, REPLACEMENT OF METERS FOR PERIOD OF THREE (03) YEARS

SPECIAL CONDITIONS OF CONTRACT

- The bidder must be registered in terms of Electrical installation regulation 6(4) of the electrical installation regulations. Attach valid certificate from the Department of Labour on being a registered Electrical Installer as per Occupational Health and Safety Act, 1993, Regulation 6(4).
- The service provider should be able to after removing circuit breakers or meters label them and hand over to the service provider responsible for reconnection or City of Polokwane for storage or disposal. The reconnection of services shall be as and when required.

BID NO: PM42-25/26

BID DESCRIPTIONS: PROVISION OF REVENUE ENHANCEMENT, PROTECTION, ENFORCEMENT OF CREDIT CONTROL AND INDIGENT MANAGEMENT, REPLACEMENT OF METERS FOR PERIOD OF THREE (03) YEARS

1. DURATION OF THE PROJECT

The duration of the project will be **three (3) years** after the signing of the Service Level Agreement (SLA).

2. DETAILED SPECIFICATIONS:

BID SPECIFICATIONS

1. Background

The City of Polokwane requires the service provider to provide credit control enforcement for period of three years. The City of Polokwane has clusters and suburbs around the city including:

- The Seshego Cluster - north-west on the outskirts of the city which include the newly incorporated former Aganang
- Molepo/Maja/Chuene Cluster - 20km south of the city centre
- Mankweng/Sebayeng/Dikgale Cluster - 30km east of the city centre
- City Cluster

Popular suburbs within the Polokwane city cluster include Bendor, Welgelegen, Broadlands, Moregloed, Annadale, Ivydale, Flora Park, Fauna Park, Penina Park, Ivy Park, Hospital Park, Ster Park, Westenburg, Nirvana, and Delmada..

Polokwane has more than 74,000 billable households across all its clusters and suburbs, each represented by over 74,000 municipal accounts

The purpose of these terms of reference is to engage the services of an established Service Provider to assist the City of Polokwane to render Revenue Management Service consisting of; Credit Control, Revenue Protection, Revenue Enhancement, Replacement of instrument related to Ageing Revenue Infrastructure (electricity and water meters) and Indigent Management to improve Revenue Collection and service delivery

The project is for a period of three years and must strongly focus on revenue improvement and the financial viability of the City of Polokwane as well as the protection of revenue by maintaining and protecting the infrastructure in line with municipal legislations.

3. Objectives of the Project

The strategic objectives of this project are to introduce systems and manage all processes and procedures supported by customized software for:

- a) The operational management of credit control processes (All accounts), procedures and field actions as well as the appointment, management and performance of the field action technicians
- b) Technical Services to assist the City of Polokwane to rectify Infrastructure and Non-Infrastructure related anomalies that will improve billing and the collection of arrears. This includes provision of additional capacity & procurement to the City of Polokwane for the maintenance and repair of metered services installations (water & electricity) (pre-paid and conventional), to the specification of the relevant municipal departments.
- c) Assistance with billing by sending out account balances as well as reminders of the due date, pending credit control actions, (sms) etc.
- d) The management of the Indigent Management process and related actions to establish and maintain an authentic Indigent Register
- e) The operational management of the Debt Collection process and related actions on all accounts
- f) Reduce tampering of service installations by the installation and maintenance of water securing devices & secure electrical enclosures.
- g) Perform any ad-hoc instruction related to revenue enhancement and credit control.

4. Terms of Reference

The scope of work will cover the following main items, but may not be limited to these items:

5.1. Operational management of credit control processes, procedures and field actions

The bidder shall provide all necessary resources, personnel, systems, materials, equipment, and infrastructure required to discharge and execute the City's Credit Control functions. This includes, but is not limited to, the following:

1. Communication and Notification Services

- a. Sending SMS notifications relating to account balances and credit control actions.
- b. Sending email notifications relating to account balances and credit control actions.

- c. Establishment and maintenance of a WhatsApp-based service/chatbot to assist account holders with balance enquiries, reconnection requests, and other account-related matters, aimed at enhancing revenue collection.

2. Delivery and Notice Administration

- d. Delivery of Final Demand Notices for all account types in arrears.
- e. Conducting Final Notice deliveries and Illegal Consumption Inspections (ICIs) using handheld devices, with electronic uploading of all data. Where tampering is detected, follow-up credit control action must be automatically scheduled.

3. Operational Office and Systems

- f. Establishing and operating an off-site operational office for the management of all credit control interventions.
- g. Implementing a management system to enforce applicable policies and legislation and to allocate and manage resources effectively and efficiently.
- h. Maintaining all required databases to ensure data integrity and accurate record keeping.
- i. Establishing direct communication links between the operating office system and the City of Polokwane's financial debtor system.
- j. Daily real-time capturing and recording of all field information.

4. Execution of Credit Control Actions

All actions must be executed strictly in accordance with the approved Credit Control Policy, relevant legislation, and technical specifications, using handheld devices with GPS and photographic evidence. Actions include:

- Delivery of Final Demand Notices with photographic proof and GPS coordinates.
- Electricity Disconnection – Level 1: Disconnect supply cable from breaker, bend and seal with cable tie and approved seal.
- Electricity Disconnection – Level 2: Remove circuit breaker, properly tag and securely store for reconnection.
- Permanent Removal of Installation: Removal of electricity supply cable.
- Water Restriction: Installation of a flow-restricting device for residential consumers.
- Water Closure: Closure of supply to business consumers and installation of securing device.
- Shut-off of electricity supply.
- Taking final water readings.
- Attachment of service termination notices.
- Reconnection of services where required and authorised.

5. Resource and Personnel Management

- k. Training, instructing, and managing technicians responsible for credit control tasks.
- l. Managing daily work schedules.
- m. Monitoring and supervising field operations.
- n. Managing unsuccessful actions where credit control interventions could not be performed and rectifying technical installation issues to enable enforcement.

6. Compliance and Quality Assurance

- o. Compliance with Service Level Agreements (SLAs).
- p. Implementation of Quality Control measures (administrative, technical, inspection, testing, and field audits).
- q. Implementation of the Occupational Health and Safety Act (OHS Act) in line with best practices.
- r. Management of applicable By-Law enforcement processes.

7. Asset and Materials Management

- s. Establishment and operation of a project store for water restriction devices, fittings, electrical cables, breakers, job cards, and related materials, ensuring proper audit trails and stock control.

8. Reporting and Coordination

- t. Coordination of progress meetings at agreed intervals and reporting at operational, management, and strategic levels.
- u. Execution of ad-hoc service delivery tasks in accordance with approved Service Delivery Agreements.

9. Prepaid and Consumption Monitoring

- v. Management of consumption monitoring for prepaid meter installations to detect illegal tampering or abnormal consumption patterns based on predetermined exception ratios.
- w. Management of final readings

5.2. Use a software system compatible to the City of Polokwane's system to send monthly billing statement balances electronically by SMS or Email to consumers and reminders of the due date. See Required Functionality of the Software system

- The service provider should have credit control system that is able to interface the report from Munsoft or municipal financial system and issue job cards and credit control history and documents.
- The service provider may be provided with access to the prepayment system to block customers from buying electricity. Unblocking can be done / is allowed by the municipal staff after payment was effected within the approved and agreed process.
- The service provider may be granted access to the billing system to be able to view the account details and/or respond to queries where applicable.
- Payments arrangement will be made by the City of Polokwane and the service provider may be allowed to execute this process depending on the capacity of the City of Polokwane and availability of resources.

5.3 Indigent Management

The service provider will manage the Indigent Management process and related interventions to establish and maintain a credible and verifiable Indigent Register for the City of Polokwane.

The project will comprise integrated deliverables that must be implemented in a coordinated and consolidated manner and not as stand-alone activities.

The scope includes:

- Review, align, and support the implementation of existing Indigent Management policies and procedures in line with the applicable legislative framework governing local government (including the Municipal Finance Management Act and other relevant legislation).
- Implement management systems to enforce policy compliance and to manage resources and operational activities.
- Establish communication and system interfaces between the Indigent Management operations and the City of Polokwane billing system.
- Conduct capacity building and training for staff involved in the Indigent Management Programme.
- Develop and implement a comprehensive communication and community awareness programme aligned with the City's broader stakeholder engagement strategy.
- Provide the required infrastructure and operational resources, including office accommodation (within walking distance of the Civic Centre), furniture, ICT equipment, and systems compatible with the City's financial environment. Where municipal premises are utilised, these may be made available at a negotiated monthly cost.
- Provide operational capacity, including tools, equipment, and vehicles.

- Submit a detailed project proposal, implementation plan, and financial proposal.
- Establish and maintain an Indigent Register for the City of Polokwane.
- Provide regular reporting on programme performance and outcomes.
- Develop and implement a structured Indigent Management entry and exit framework.

5.4 Professional Services (Ad Hoc)

The service provider may be required to render professional services on an ad hoc basis. These services may include, but are not limited to:

- Conducting debt book analyses to assess collectability and recommend appropriate write-offs.
- Developing or reviewing arrears collection strategies and supporting by-laws.
- Developing a WhatsApp Chabot that interacts with registered customers regarding account balances, payment and reconnection requests
- Designing processes for capturing payment arrangements, ensuring customers are regularly updated on payment dates and amounts due as per arrangement, including automated reminders.
- Providing support with the implementation of Credit Control and Debt Collection policies.
- Designing and implementing pre-collection processes to strengthen revenue management.

5.5. Data Enrichment and Financial Profiling:

5.5.1. Collectability Study

Provide a web-based risk management system that enables the City of Polokwane to evaluate customers' payment risk for services rendered and to implement appropriate interventions, including the installation of prepaid water meters. The system must further facilitate the analysis of arrears collectability against the cost of recovery to support efficient and cost-effective debt management.

5.5.2. Data enrichment of the debtor's personal information

This process entails the extraction of detailed debtor information from the Debtors Management System and the use of validated identity numbers to obtain and verify the following:

- Updated contact information, including valid email addresses and current residential, work, and mobile telephone numbers.
- Current postal and physical addresses (which may differ from the address recorded on the City of Polokwane's Financial Management System)
- Deceased status

- Potential indigent status
- Liquidation or insolvency status of debtors

5.5.3. Continuous Customer Data Base Management

After data enrichment, the database should be managed and maintained through regular verification of all accounts. This process may be conducted on a monthly, quarterly, bi-annual, or annual basis to identify and update changes such as deceased account holders, company status, or updated contact information like cell phone numbers.

5.6. Revenue Enhancement

Provision of an on-site team when required and instructed to: -

- Extract Financial Management System consumer and billing information, and analyse according to agreed-upon criteria;
- Identify anomalies relating to completeness of revenue information such as rates, valuations, refuse, water and electricity meter consumption usage and accuracy of readings;
- Produce exception reports detailing anomalies for adjustment and correction;
- Ensure exceptions reports (adjustments and corrections) are accurately and timeously executed;
- Monitoring and reporting thereon in the form of a dashboard and spatially;
- Allow for an auditable record of all recommended adjustments and corrections;
- Reviewing of revenue management policies and procedures;
- Assess current billing methods and procedures and recommend standard operating procedures where necessary;
- Review processes within Technical and Town Planning sections to report on flow of information to Finance regarding new developments and property transfers, i.e. completeness and accuracy thereof;
- Reconciliation of the Valuation roll and all subsequent Supplementary rolls against the
- Financial Management System and recommending adjustments; Comparison of Financial Management System consumer information against external data sources such as Deeds for example to reconcile values, land usage and consumer details;
- Review of tariffs;
- Identification of revenue enhancement opportunities;
- Training and skills transfer; and
- Quality assurance of the general and supplementary roll valuation processes.

5.7. Smart meter programme on the installation, maintenance and repair of metered services

Provide additional capacity to the City of Polokwane for the audit, maintenance and repair of metered services installations in respect of the following

- Water meters – Conventional and pre-paid
- Electricity – Conventional and pre-paid

5.8. Tamper detection and solutions

- Supply water restriction and adjustment securing devices
- Solutions for secure enclosures for electricity installations
- Procurement of infrastructure related meters & material based on the specifications of the City of Polokwane

5. Supply and Maintenance of a Workflow Management System

The successful bidder shall supply a work flow management system that manages the entire credit control, debt collection process as well as the revenue protection process. The core system must be able to generate and report on all revenue enhancement and revenue protection related tasks and results and will manage the entire process. The system must be web based.

6.1 Functional Requirements

Required Functionality of the Workflow Management Software/System	Statement of Compliance (Yes/No)
The system shall be a web-based workflow management system. It must operate as a single, integrated platform supported by a unified database, ensuring data consistency, integrity, and centralized management.	
The system shall be capable of scheduling and managing various credit control actions in accordance with the approved Credit Control Policy and established business processes. Such actions shall include, but not be limited to, electricity and water restrictions, disconnections, normalisations, inspections for illegal consumption, as well as other ad hoc enforcement actions as may be required.	

<p>The system must be capable of seamless integration with existing municipal systems, including but not limited to the debtor management system for the retrieval of arrears and payment data, the processing and transfer of credit control levies upon successful completion of actions, prepaid services management systems, and services network management systems. Integration shall be achievable through the transfer of data in various formats, including but not limited to .txt and .csv formats.</p>	
<p>The system shall verify the payment status of an account prior to the execution of any physical credit control actions, to ensure that actions are only undertaken on accounts with confirmed outstanding balances.</p>	
<p>All information shall be maintained and uploaded electronically to the municipal billing system and must seamlessly interface and communicate with the municipal system to ensure accurate, timely, and consistent data exchange.</p>	
<p>Reporting shall be available in real time. The system must be hosted on the City of Polokwane’s intranet to ensure ease of access, while also being accessible via the internet to enable after-hours access, subject to the City’s requirements and security protocols.</p> <p>The system must further be accessible across multiple platforms, including desktop computers (via fixed-line connections) and mobile devices, and must support connectivity over cellular networks (3G/4G or equivalent).</p>	
<p>The system shall incorporate robust security measures, including role-based access control, whereby users are assigned specific roles with defined permissions and rights, such as access to reports and the execution of reconnections. High-level security shall be an absolute requirement, ensuring the protection, integrity, and confidentiality of all data and system functions.</p>	
<p>The system shall be sufficiently flexible to accommodate ad hoc and special requests as may be required by the City of Polokwane, without compromising system performance, stability, or data integrity.</p>	
<p>The system must easily integrate with the GIS system of the City of Polokwane</p>	
<p>The system shall provide for the management and tracking of actions that could not be executed and require intervention by</p>	

the City of Polokwane, including the ability to flag, record reasons, and escalate such cases for appropriate resolution.	
Management of actions which could not be performed and need intervention from the City of Polokwane.	
The system must track and record every action taken per consumer throughout the credit control Indigent Management process to ensure a complete historical audit trail .	
The system must allow for the printing of notices and the immediate uploading of field information from Ruggedized handheld or android devices in real-time.	
The system must allow Municipal staff to electronically issue reconnection instructions and automatically send these messages to the field contractor	
<p>The system shall provide real-time reporting on the monetary value of consumer responses/ reactions, distinguishing between cash payments and instalment/payment arrangements. Reports must include, but not be limited to, the following:</p> <ul style="list-style-type: none"> • The number of consumers responding to SMS and Final Demand Notices, together with the associated monetary value of such responses and the levies billed. • The number of consumers responding to various levels of electricity and water restriction or disconnection actions, together with the corresponding monetary value of such responses and the levies billed. • The number of consumers responding to ad hoc actions, together with the associated monetary value of such responses and the levies billed. • The total aggregated rand value of all consumer responses across all categories. 	

6.2 REMINDER NOTICE

6.2. (1) The bidder may be required to cause to be delivered to a Customer who fails to make timeous payment in terms of a Municipal Account, a notice to remind such Customer to make the due payment on or before a date specified in such notice (14 days).

LETTER OF DEMAND

6.2(2) The bidder may be required to cause to be delivered to a Customer who is in arrears with payment in terms of a Municipal Account, a letter demanding payment of such arrear amount on or before a date specified in such letter of demand.

Reminder/Demand for payment

- (a) A reminder that the previous account has not been paid on the due date is generated after the due date and hand-delivered to the debtor's physical/postal address or any preferred means. This reminder clearly states that a period of 14 days is allowed for payment or arrangement for payment, in the absence of which, services to the client will be restricted. The account of the debtor is debited with the cost of such a reminder at the approved tariff of the City of Polokwane.
- (b) In those instances where prepayment meters for service vending are installed, the City of Polokwane may block/terminate the vending of services to consumers of services on properties where arrears are owed for other municipal services or levies.

6.3. Electricity disconnection (Phase 1) and water restriction

- (a) In the absence of reaction on the 14-day reminder, the electricity supply to the debtor is discontinued together with the notice for the reason of the discontinuance. The account of the debtor is debited with the cost of the Phase 1 cut-off at the approved tariff of the City of Polokwane.
- (b) In the absence of reaction to the disconnection of electricity within 7 days, in cases where the debtor has a consolidated account including water consumption levies, a disconnection (restriction for residential consumers) of water is carried out at the consumption address and a notice is left at the premises. The account of the debtor is debited with the cost of this action at the approved tariff of the City of Polokwane.
- (c) In the absence of reaction on the 14-day reminder, in cases where the debtor has an account for water consumption levies but not for electricity, a disconnection (restriction for residential debtors) of water is carried out at the consumption address after the 14-day period, and a notice to that effect is left at the premises. The account of the debtor is debited with the cost of this action at the approved tariff of the City of Polokwane.

6.4 Illegal reconnection/tampering of electricity

- (a) If consecutive follow-up actions due to no reaction by the debtor reveal that illegal consumption of the service occurred or a disconnection has been tampered with, the service connection is removed and evidence against offenders is filed on an investigation document.
- (b) The City of Polokwane reserves the right to levy penalties against a customer found guilty of illegal connection/tampering with electricity.

6.5 Illegal reconnection/tampering of water

The water disconnection/restriction is monitored and followed up in cases of absence of reaction by the debtor to ensure that an illegal reconnection has not occurred.

6.6 Termination of Service Agreements

The service provider may be required to terminate services and obtain final reading for tenant moving out and to reconnect new tenant and submit the reading accordingly.

6.7 Indigent Verification and Recommendation

The service provider may be required to identify, verify or recommend house hold for indigents subsidy in terms of council policies. And to curb consumption to the level of subsidy or to implement credit control for consumption in excess of the subsidy provided.

6.8 Services performance

The contract is performance based and any deviation from instruction or poor performance, the City of Polokwane may without prejudice to any other remedy for breach by written notice of default, terminate the agreement.

6.9 Reporting

The City of Polokwane (and its various departments) must be updated on a regular basis (Monthly or as prescribed) of any development requiring action or attention by the City of Polokwane. Such updates include;

- Successful and unsuccessful actions
- Accounts referred for follow up actions
- Report on levies, cash and arrangements
- Reports on debt recovered

- Executive overview and critical aspects of the project
- Quantity of all credit control actions received and executed.
- Revenue Protections report on all activities.
- Stock Level report: Stock information per item of start quantities, issued, received and stock balance.
- Approved indigents register
- Progress on indigents applicants and pending applications
- Number of meter installed/ replaced
- Progress report with every invoice

6.10 Meetings

- Monthly progress meetings will be held in accordance with a schedule to be developed and agreed upon with management.
- Ad hoc meetings may be convened, provided that a minimum of 24 hours' notice is given to all relevant parties.
- Urgent meetings may be called without prior notice in cases of emergency.

6.11 Office Space

The Successful Service Provider will be expected to establish an Operation centre within the CBD, which must be fully functional within 60 days from date of the first (1st) invoice. The total cost to establish the centre, furniture, telephones, equipment, staff and any other resources will be borne by the Service Provider.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

<p>Name of bidder:- _____</p> <p>Bid number: PM42 – 25/26</p> <p>Closing Time : 10:00 Closing date:- 19 June 2026</p>
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OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

Credit Control: Monthly Management Fee

Description

Management of Operations Centre including but not limited to the following: Man. Fees (**Rate (Excluding. VAT)**)

1. Credit control – Monthly Management Fee	
Description	Monthly Management Fees (Rate (Excluding. VAT))
Importing and exporting of daily information for field related actions	
Processing of daily field work	
Capturing of field related data	
Integrity checks and analysis of data	
Provision of information regarding meter installations to be updated to the billing system	
Reporting on daily, weekly and monthly project progress	
Management of consumption monitoring process on pre-paid meter installations	
Handheld Units per unit once off	
Management of Main Operations Centre	
Managing the Main Operations Centre offsite	
Disbursements:	
Establishment and Management of the Stock and stores	
Job Cards	

Fee per additional users	
Development, Implementation and updating Project Quality Systems in line with the existing legislative framework/policies that guide the functioning of the City of Polokwane.	

2. Credit Control Tariff Structure: Notice delivery and SMS communication when required

ACTION TYPE	DESCRIPTION	Rate (Excluding. VAT)
Final Demand Notice	Urban/Residential	
	Rural Areas, Small Holdings and Farms	
	Business	
Short Message (SMS) Procedures	Account balance notification	
SMS Notifications for Billing (Special)	Any other Credit Control and other related communication to consumers	
Short Code (SMS Functionality)	Ability for consumers to query predefined information via SMS notification queries	
Notice issued via Electronic mailing service (E-mail)	Any other Credit Control and other related communication to consumers	
Ad Hoc WhatsApp Service for Balance Enquiries, Account Information, and Reconnection Requests	Once-off cost for the design, development, integration, testing, and deployment of the WhatsApp chatbot solution, including initial configuration and training.	
Ad Hoc WhatsApp Service for Balance Enquiries, Account Information, and Reconnection Requests	Monthly cost for hosting, system monitoring, maintenance, updates, technical support, and reporting services for the WhatsApp chatbot platform.	
Ad Hoc WhatsApp Service for Balance Enquiries, Account Information, and Reconnection Requests	Monthly number of successful end-to-end WhatsApp service interactions that lead to payment per account.	
Valid unsuccessful visits to premises (demolished buildings, invalid addresses, etc).		

3. Credit Control Tariff Structure :Electricity Urban Residential Accounts

ACTION TYPE	DESCRIPTION	Rate (Excluding. VAT)
Disconnection – Level 1	Disconnection of service with credit type meter in ground mounted DU	
Reconnection – Level 1	Reconnection of service with credit type meter in ground mounted DU	
Disconnection – Level 1	Disconnection of service with credit type meter in aerial mounted DU	

Reconnection – Level 1	Reconnection of service with credit type meter in aerial mounted DU	
Disconnection – Level 2	Disconnection of service with credit type meter in ground mounted DU	
Reconnection- Level 2	Reconnection of service with credit type meter in ground mounted DU	
Disconnection –Level 2	Disconnection of service with credit type meter in aerial mounted DU	
Reconnection –Level 2	Reconnection of service with credit type meter in aerial mounted DU	
Removal of Installations Permanently (RIP)	Overhead to premises (labour only)	
	Underground cable to premises (labour only)	
	Underground reticulation (labour only)	
	Underground reticulation 3 phase (labour only)	
Restoration of supply on RIP	Overhead to premises (labour only)	
	Underground cable to premises (labour only)	
	Underground reticulation (labour only)	
	Underground reticulation 3 phase (labour only)	
Illegal Consumption Inspection (ICI) Ground Mounted DU	Electricity only	
Illegal Consumption Inspection (ICI) Aerial Mounted DU	Electricity only	
Visits	Task not complete with reasons	
Ad Hoc Client Investigation Request	Plus kilometers travelled @AA Tariffs	

4. Credit Control Tariff Structure: Electricity Business Accounts		
ACTION TYPE	DESCRIPTION	Rate (Excluding. VAT)
Disconnection – Level 1	Disconnection of service with credit type meter in ground mounted DU	
Reconnection – Level 1	Reconnection of service with credit type meter in ground mounted DU	
Disconnection – Level 1	Disconnection of service with credit type meter in aerial mounted DU	
Reconnection – Level 1	Reconnection of service with credit type meter in aerial mounted DU	
Disconnection – Level 2	Disconnection of service with credit type meter in ground mounted DU	
Reconnection- Level 2	Reconnection of service with credit type meter in ground mounted DU	
Disconnection –Level 2	Disconnection of service with credit type meter in aerial mounted DU	
Reconnection –Level 2	Reconnection of service with credit type meter in aerial mounted DU	
Removal of Installations Permanently (RIP)	Overhead to premises (labour only)	
	Underground cable to premises (labour only)	
	Underground reticulation (labour only)	
	Underground reticulation 3 phase (labour only)	
Restoration of supply on RIP	Overhead to premises (labour only)	
	Underground cable to premises (labour only)	
	Underground reticulation (labour only)	
	Underground reticulation 3 phase (labour only)	

Illegal Consumption Inspection (ICI) Ground Mounted DU	Electricity only	
Illegal Consumption Inspection (ICI) Aerial Mounted DU	Electricity only	
Visits	Task not complete with reasons	
Ad Hoc Client Investigation Request	Plus kilometers travelled @AA Tariffs	

5. Credit Control Tariff Structure: Rural – Small Holdings and Farm Accounts

ACTION TYPE	DESCRIPTION	Rate (Excluding. VAT)
Disconnection – Level 1	Disconnection of service with credit type meter in ground mounted DU	
Reconnection – Level 1	Reconnection of service with credit type meter in ground mounted DU	
Disconnection – Level 1	Disconnection of service with credit type meter in aerial mounted DU	
Reconnection – Level 1	Reconnection of service with credit type meter in aerial mounted DU	
Disconnection – Level 2	Disconnection of service with credit type meter in ground mounted DU	
Reconnection- Level 2	Reconnection of service with credit type meter in ground mounted DU	
Disconnection –Level 2	Disconnection of service with credit type meter in aerial mounted DU	
Reconnection –Level 2	Reconnection of service with credit type meter in aerial mounted DU	
Removal of Installations Permanently (RIP)	Overhead to premises (labour only)	
	Underground cable to premises (labour only)	
	Underground reticulation (labour only)	
	Underground reticulation 3 phase (labour only)	
Restoration of supply on RIP	Overhead to premises (labour only)	
	Underground cable to premises (labour only)	
	Underground reticulation (labour only)	
	Underground reticulation 3 phase (labour only)	
Illegal Consumption Inspection (ICI) Ground Mounted DU	Electricity only	
Illegal Consumption Inspection (ICI) Aerial Mounted DU	Electricity only	
Visits	Task not complete with reasons	
Ad Hoc Client Investigation Request	Plus kilometers travelled @AA Tariffs	

6. Credit Control Tariff Structure: Water Urban/ Residential Accounts

ACTION TYPE	DESCRIPTION	Rate (Excluding. VAT)
Flow reduction (15-20mm)	Install Restrictive device (Labour Only)	
Normalize flow	Remove Restrictive device (Labour Only)	

Illegal Consumption Inspection (ICI)	Water Only	
Visits	Task not completed with reason	
Ad Hoc Client Investigation Request	Plus kilometers travelled @AA Tariffs	

7. Credit Control Tariff Structure: Water Rural – Small Holdings and Farm Accounts		
ACTION TYPE	DESCRIPTION	Rate (Excluding. VAT)
Flow reduction (15-20mm)	Install Restrictive device (Labour Only)	
Normalize flow	Remove Restrictive device (Labour Only)	
Illegal Consumption Inspection (ICI)	Water Only	
Visits	Task not completed with reason	
Ad Hoc Client Investigation Request	Plus kilometers travelled @AA Tariffs	

8. Credit Control Tariff Structure: Water Business Accounts		
ACTION TYPE	DESCRIPTION	Rate (Excluding. VAT)
Closure of Water (15-40mm)	Install Restrictive device (Labour Only)	
Normalize flow(15-40mm)	Remove Restrictive device (Labour Only)	
Closure of Water (50-100mm)	Install Restrictive /securing device (labour Only)	
Normalize flow (50-100mm)	Remove restrictive/securing device (Labour Only)	
Illegal Consumption Inspection (ICI)	Water Only	
Visits	Task not completed with reason	
Ad Hoc Client Investigation Request	Plus kilometers with reason	

9. Management of Unsuccessful Actions: Non-technical and Technical Actions	
ACTION TYPE	Rate (Excluding. VAT)
Non-Technical Intervention-per action (Address-meter detail incorrect, address not found etc.)	
Technical Intervention-per action (Field Visit and report)	
Restoration and, or normalization of meters and installations	
Ad Hoc Client Intervention Request	
Ad Hoc Client Intervention Requests such as return to sender statements returned to client via post	

10. Management of final readings and new service agreements		
ACTION TYPE	DESCRIPTION	Rate (Excluding. VAT)
Electricity and water meter readings	Take final/new water/electricity meter readings and attach notice	

11. Management of the by-laws processes where illegal consumption has been detected		
ACTION TYPE	DESCRIPTION	Rate (Excluding. VAT)
Site visit	Verify information and establish condition status of the network installation and meter	
Case docket	Compile a case file comprising all necessary evidence (photos, documents, etc.)	

12. Disbursements on credit control actions per action		
ACTION TYPE	DESCRIPTION	Rate (Excluding. VAT)
After hours rate	Credit control actions performed after hours from 17h00 to 06h00 following morning, weekends and public holidays.(rate to be % of normal rate)	
Travelling	Kilometres travelled on Adhoc requests by the client outside of normal credit control action itemized above.	

13. Debtor profiling and data assessment on the billing system		
DESCRIPTION	UNIT	Rate (Excluding. VAT)
Debtor income verification: <ul style="list-style-type: none"> ID verification/validation with home affairs Consumer contact information (physical address, telephone numbers and postal address) Consumer deeds check Principal link check (company name and registrations) Defaults and judgements check Predicted income and affordability assessment (based on CPA access requirements) 	Per ID Number	
Match the owner of the property to the ID number on the municipal billing database	Per ID Number	
Provide information of Trusts (full trustee information), statutory information and beneficiaries of the Trust	Per ID Number	
Provide company registration number, registered owners, directors and contact details	Per Company registration number	
Match local City of Polokwane valuation rolls to the billing system to identify properties not on the billing system	Per Property	
Conduct field verifications on all properties identified on the existing billing database which cannot be matched to	Per Property	

the valuation roll data and provide all data to the City of Polokwane for update/regularizing		
Categorise the municipal debtors book from high priority to low priority based on affordability levels of customers	Per ID Number	

14. Indigent management processes		
ACTION TYPE		Rate (Excluding. VAT)
Review and update the existing policy of the City of Polokwane – on request from the City of Polokwane		
Updating of the indigent application form for the City of Polokwane		
Development of a comprehensive communication strategy and rollout plan in conjunction with the City of Polokwane on the invitation for indigent applications		
Planning, facilitating and execute the campaigns (hiring of equipment, distribution of pamphlets, etc.)		
Capture new applications		
Home visits		
Technical consumption inspection		
External scanning of the applications – per record (ID Number)		
Outcomes letter – posted		
Outcomes letter – hand delivered		
Outcomes letter – sms notification		
Recommendations report		
Consumption monitoring per month of approved indigents		

15. Installation of meters (electricity pre-paid and water smart meters ad hoc on request)		
ACTION TYPE	DESCRIPTION	Rate (Excluding. VAT)
Installation of prepaid electricity meter	Labour only for the installation of the prepaid electricity meter	
	Replacement of burnt circuit breakers	
Installation of water meter or smart meter	Labour only for the installation of the water smart meter	
	Materials supplied for the installation of the smart meters (Mark up %)	
	Excavate in all materials for trenches backfill, compact, and dispose of surplus/unsuitable material, for pipes: of up to 32mm dia. (trench width: 500mm and for total trench depth 700mm)	
	Reinstate brick paving surfaces complete	
	Reinstate concrete and cement surfaces complete	
	Reinstate Asphalt surfaces complete	
	Callout after hours for attending to faulty meter	
	Installation of a stand pipe	
	Replacement of a faulty meter post installation	
Convert post-paid meters to pre-paid meters		

--	--	--

SUB-TOTAL		R.....
VAT	R.....	R.....
TOTAL AMOUNT INCL.VAT	R.....	R.....

NB: Price shall include all cost

The prices escalation shall be in accordance of consumer price index at the anniversary of the contract and for the duration of the contract

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 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) 90/10 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.

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 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
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.**

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:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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:

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

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	MEANS OF VERIFICATION DOCUMENTS REQUIRED	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership of 51% or more by persons who are black	CSD/Company registration copy and ID Copies of directors	3	
Ownership of 51% or more by persons who are woman	CSD/Company registration copy and ID Copies of directors	3	
Ownership of 51% or more by persons who are disable	Medical report indicating disability	2	
Ownership of 51% or more by persons who are youth	CSD/Company registration copy and ID Copies of directors	1	
Ownership by persons who are residing within jurisdiction of Polokwane Municipality	municipal rates and taxes statement of account/ signed valid leasing agreement/Letter from tribal authority	1	
Total points claimed		10	

Table 2: Business entity ownership disclosure

Bidders must list all shareholders and provide ownership information in terms of the business entity registration certificate

Full Names	Identity Number	% of ownership	South African (Yes/No)	Race	Gender	Disable (Yes/No)	Youth (Yes/No)	Local enterprise (Yes/No)

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:

EVALUATION PROCESS AND CRITERIA**BID NO: PM42-25/26**

The following evaluation process and criteria will be used to evaluate all bids submitted:

1. Administrative Compliance – Phase One

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.2 Critical Criteria:

The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:

- Authority to sign filled in full
- All Pages initialed
- Certified ID Copies of All Directors/Members/Shareholders of The Company/Business (If JV, For Both)
- Attach Valid tax compliance status certificate (if JV, For Both)
- Joint venture agreement (Where applicable)
- Pricing Schedule in black ink
- Signed for all alteration and in the Pricing Schedule
- Central Supplier Database (CSD) report (If JV, For Both)
- Company certificate
- Municipal rates and taxes/Lease agreement/Local tribal authority letter (For company and all the directors) not older than 3 months
- Completed and signed Invitation to bid (MBD1)
- Completed and signed declaration of interest (MBD4)
- Completed and signed declaration for procurement above R10 million (Including tax) (MBD5)
- Completed and signed preference points claim form (MBD6.1)
- Completed and signed declaration on past SCM practices form (MBD8)
- Completed and signed certificate of independent bid determination (MBD9)
- Attach valid certificate from the Department of Labour on being a registered Electrical Installer as per Occupational Health and Safety Act, 1993, Regulation 6(4).

NB: THE BIDDERS THAT MEET THE ABOVE ADMINISTRATIVE COMPLIANCE WILL FUTURE BE EVALUATED ON FUNCTIONALITY

		N2- N6 civil engineering/plumbing and Trade Test Certificate 5+years' experience	
Company Experience in similar project for the past 10 years Attach signed reference letter on the letterhead of Clients	20	Company Experience Submit contactable reference: <ul style="list-style-type: none"> The bidder has the necessary revenue enhancement experience to execute the project (5+ projects) The bidder has the necessary revenue enhancement experience to execute the project (3-4 projects) The bidder has the necessary revenue enhancement experience the project (1-2 projects) 	20 15 10
Financial standing / Ability to execute the project Note: Bidders are required to attach the most recent proof of funding from Registered Financial Institutions (Funding letter, Credit facility letter or Bank Statement not older than 30 days) Failure to do so will result in loss of points	20	<ul style="list-style-type: none"> Proof of funding from an Authorized Financial Service Provider OR a Credit facility with a +Balance of R1 000 000.00 or more. Proof of funding from an Authorized Financial Service Provider OR a Credit facility with a Balance of between R500 000.00 to R1000 000.00 	20 10
	100		TOTAL

The bidder must obtain a minimum score of 70 points allocated for quality (functionality) to qualify for further evaluation on Price and Specific Goals.

3. Price and Specific goals– Phase Three

The evaluation will be done by using **90/10**-point system as indicated below:

Preference point system	Points
Price	90
Specific Goals	10
Total Maximum Score	100

THE EVALUATION WILL BE DONE USING 90/10-POINT SYSTEM, 90 FOR PRICE AND 10 FOR SPECIFIC GOALS

Notes: *Bidders must note that points for specific goals must be claimed in terms with the percentage of ownership within their business entity. The tenderer must indicate how they claim points.)*

SPECIFIC GOALS	POINTS ALLOCATED	POINTS SCORED
Ownership of 51% or more by persons who are black	3	
Ownership of 51% or more by persons who are woman	3	
Ownership of 51% or more by persons who are disable	2	
Ownership of 51% or more by persons who are youth	1	
Ownership by persons who are residing within jurisdiction of Polokwane Municipality	1	

Incase ownership of specific goals is below 51% points will be *claimed in terms with the percentage of ownership within their business entity. For example:*

An Entity that has 35% shareholding of able black man who is above age of 35 and residing outside the jurisdiction of Polokwane Municipality. Points will be claimed as follows:

$$\begin{aligned}
 \text{Calculation} &= \frac{\text{Black Ownership}}{100} \times \text{Total number of allocated points} \\
 &= \frac{35}{100} \times 5 \\
 &= 1.75
 \end{aligned}$$

Points to be score for ownership of black person will be 1.75

DECLARATION OF INTEREST

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act

² 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.

No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire

1 Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES / NO

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside
***YES / NO**
the Republic, and, if so, what portion and whether any portion
of payment from the municipality / municipal entity is expected to be
transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	<p>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	<p>Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY
BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) 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 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD
- 6 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.**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I _____ certify, _____ on _____ behalf
of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and

conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition

of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: CITY MANAGER, POLOKWANE MUNICIPALITY

FROM: _____ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shareholders/ Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/Shareholder/Partner	Municipal Account No.

NB: Please attach certified copy (ies) of ID document(s)

_____ **Signatory** _____ **Date**

Witnesses

1. _____ **Full Names** _____ **Signature** _____ **Date**

2. _____ **Full Names** _____ **Signature** _____ **Date**

AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: CITY MANAGER, POLOKWANE MUNICIPALITY

FROM: _____ (Name of the Bidder or Consortium)

I, _____ the undersigned, hereby authorise the Polokwane Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ **Date** ____ **Month** _____ **20** _____

Print Name: _____

Signature: _____

Thus done and signed for and on behalf of the bidder/Contractor

_____	_____
Signatory	Date

Witnesses

1. _____

_____	_____	_____
Full Names	Signature	Date

2. _____

_____	_____	_____
Full Names	Signature	Date