



POLOKWANE MUNICIPALITY

BID NUMBER: PM04-25/26

TENDER DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, REPAIR, INSTALL AND MAINTAIN TWO-WAY RADIO COMMUNICATION SYSTEM AND EQUIPMENT OF POLOKWANE MUNICIPAL EMERGENCY SERVICES ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS
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NAME OF BIDDER:

CSD NUMBER:

CONTACT NUMBER

EMAIL ADDRESS:

TOTAL BID AMOUNT:

Document Prepared by:

Polokwane Municipality
Corner Landdros Mare and Bodenstein Street
Polokwane
0699

CLOSING DATE: 14 OCTOBER 2025 @ 10H00

Documents must be deposited in the bid box not later than **10:00 on 14 October 2025** when bids will be opened in public.

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Mr. Phineas Mahlatji: 015 290 2563; phineasm@polokwane.gov.za: Sefako Mahlo: 015 290 2704; sefakom@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:	PM04-25/26	CLOSING DATE:	14 OCTOBER 2025	CLOSING TIME:	10H00
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DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, REPAIR, INSTALL AND MAINTAIN TWO-WAY RADIO COMMUNICATION SYSTEM AND EQUIPMENT OF POLOKWANE MUNICIPAL EMERGENCY SERVICES ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) 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 Bodenstein and Landdros Mare Street not later than 10:00 on **14 October 2025**.

An official and compulsory briefing session will not be 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ 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 TECHNICAL INFORMATION MAY BE DIRECTED TO:					

DIRECTED TO:			
DEPARTMENT	SCM	CONTACT PERSON	Mr. Sefako Mahlo/Phineas Mahlatji
CONTACT PERSON	Mr. Tiro Pilusa	TELEPHONE NUMBER	015 290 2437/015 290 2704
TELEPHONE NUMBER	015 290 2148	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER		E-MAIL ADDRESS	sefakom@polokwane.gov.za/phineasm@polokwane.gov.za
E-MAIL ADDRESS	tirop@@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)? ☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**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:

SCHEDULE OF CONTENTS

	BID NOTICE
	RESPONSIVENESS AND EVALUATION CRITERIA
FORM "A"	BID FORM
FORM "B"	GENERAL UNDERTAKING BY THE BIDDER
FORM "C"	GENERAL CONDITIONS OF CONTRACT
FORM "D"	GENERAL PROCEDURES
FORM "E"	SPECIAL CONDITIONS OF CONTRACT (IF ANY)
FORM "F"	BID SPECIFICATIONS
SBD 3.1	SCHEDULE OF PRICES
MBD 6.1	PREFERENTIAL PROCUREMENT FORM
ANNEXURE "A"	EVALUATION PROCESS AND CRITERIA
MBD 4	DECLARATION OF INTEREST
MBD 5	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD 9	CERTIFICATE OF INDEPENDENT DIB DETERMINATION
ANNEXURE "B"	CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS
ANNEXURE "C"	AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL



BID NO: PM04 -25/26

BID DESCRIPTIONS: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, REPAIR, INSTALL AND MAINTAIN TWO-WAY RADIO COMMUNICATION SYSTEM AND EQUIPMENT OF POLOKWANE MUNICIPAL EMERGENCY SERVICES ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

DIRECTORATE: COMMUNITY SERVICES

BUSINESS UNIT: BI-LAWS AND SECURITY SERVICES

Bids are hereby invited for the **APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, REPAIR, INSTALL AND MAINTAIN TWO-WAY RADIO COMMUNICATION SYSTEM AND EQUIPMENT OF POLOKWANE MUNICIPAL EMERGENCY SERVICES ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) 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 80/20-point system, 80 points for the price and 20 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.

BID NO:PM04 -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 Scheduled 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) The number of points scored for achieving specific goals objectives and points scored for price.

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. The number of points scored for achieving specific goals objectives must be calculated separately and must be added to the points scored for price.
- II. 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.

Municipal 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.

Municipal 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.

Municipal 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 NUMBER: PM04-25/26

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, REPAIR, INSTALL AND MAINTAIN TWO-WAY RADIO COMMUNICATION SYSTEM AND EQUIPMENT OF POLOKWANE MUNICIPAL EMERGENCY SERVICES ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

SPECIAL CONDITIONS OF CONTRACT

- 1.1. The equipment shall be required as and when need arises
- 1.2. The equipment shall be SABS/SANS approved
- 1.3. All equipment's must be supplied with manufacturers warrant
- 1.4. Only one appointed service provider will be required to view the side.

BID NUMBER: PM04-25/26

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, REPAIR, INSTALL AND MAINTAIN TWO-WAY RADIO COMMUNICATION SYSTEM AND EQUIPMENT OF POLOKWANE MUNICIPAL EMERGENCY SERVICES ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

1. DURATION OF THE PROJECT

The duration of the project will be three (3) years after the signing of the service level agreement.

2. SPECIAL CONDITION

2.1.The Bidder must be in possession of a valid ICASA Dealers License, to supply, install, repair and maintain two-way radios, repeaters and emergency equipment.

2.2.All equipment offered must confirm to the test requirement of ICASA.

2.3.All equipment must be SABS approved.

2.4.This Tender cater for the Purchase & programming of New Two-Way radios and equipment for the Emergency services of Polokwane Municipality as the need arises.

2.5.This Tender cater for the Purchase & installation of New Emergency equipment fitted to Emergency vehicles for Polokwane Municipality emergency services as the need arises.

2.6.No equipment will be purchased or repairs will be done before the authorization is obtained from the Municipal representative

2.7.All repairs in case of damages when informed by the Municipal representative have to be resolved within strictly 24 to 36 hours to ensure that systems need to be operational for any emergencies that could arise, accept for Insurance related cases.

2.8.The Bidder will be informed by the Municipal representative in the case of damaged equipment that need to be repaired with the exception when maintenance was done and damages was identified for repairs.

3. SCOPE OF WORK

- 3.1.** Bidders are expected to supply, repair, install and maintain two-way radio communication system and equipment of polokwane municipal emergency services on an adhoc basis for a period of three (3) years (36 months)

4. DETAILED SPECIFICATIONS:

Background

The municipality has existing two-way radio equipment that the service provider must repair and maintain. The service provider is expected to ensure the equipment is kept in optimal working condition, minimize downtime, and maximize efficiency. This includes timely repairs and replacement of worn-out parts to ensure uninterrupted communication. Repairs must also be completed within agreed-upon timeframes to support the municipality's operational needs. The municipality currently uses three types of two-way radios: Kenwood, Karius, and Motorola. As part of this project, the municipality plans to extend the use of other radio brands, such as Hytera, ItalkPTT, or equivalent.

The Service Providers should note that the Municipality is comprised of six clusters, and part of the work will be done at the clusters

Item	Description Two-Way Radios & Equipment
1	CPU Specifications – 1 x Sharoon VG4-W Blue ATX Case 1 x MSI B250 4XDDR4, SKT1151,M.ATX 1 x Intel I9 7700K 4.20GHZ SKT1151 2 x Apacer 8GB 2666MHZ DDR4 Panthe 1 x Seagate 6TB Skyhawk Surv 3.5"R 1 x DSP Win Pro 11 64 Bit 2 x Asus GT740 2GB DDR3 VGA Card 1 x Aerocool VX-750 600W Power Sup 1 x Asus DVD/RW Retail Box Internal 1 x Assembly With MS OEM
2	TK 3306M VHF Portable Radio – Existing Equipment – Discontinued
3	TK D340E UHF Portable Radio – Replacement
4	NX 340M3 UHF Portable Radio – Replacement
5	TK 8160 UHF Mobile Radio – Existing Equipment – Discontinued
6	TK 8360M2 UHF Mobile Radio – Replacement
7	TKR 850 UHF Repeater – Existing Equipment – Discontinued
8	TKR D810E UHF Repeater – Replacement
9	NXR 810K2 UHF Repeater – Replacement
10	TK-3317 UHF Portable Radio – Existing Equipment – Discontinued
11	TK D340E UHF Portable Radio – Replacement
12	NX 340M3 UHF Portable Radio – Replacement
13	TK-3406 UHF Portable Radio – Existing Equipment – Discontinued
14	TK D340E UHF Portable Radio – Replacement

15	NX 340M3 UHF Portable Radio – Replacement
16	TK 8100 UHF Mobile Radio – Existing Equipment – Discontinued
17	TK 8360M2 UHF Mobile Radio – Replacement
18	Speaker Microphone For Portable Radio
19	Desktop Microphone
20	Single huff headset with in-line PTT
21	7-9Amp power Store 13.8AC/DC, BATT 12V 7AH
22	Battery – 12V 7AH
23	12v-102AH Sealed Battery – Maintenance free
24	KNB-45L hand Radio Battery
25	Base Radio Microphone
26	Duplexer with Cabling
27	19" Power Supply
28	RG58 COAX Cable
29	RG215 COAX Cable
30	LMR400 COAX Cable
31	Aluminium Pole for Base
32	Aluminium Pole for Antenna System
33	2-Stack Harness
34	4-Stack Harness
35	Wall Bracket
36	Cameo Light Bar
37	Aero Light Bar
38	Visor Light Bar – 6 Cluster LED stick
39	Visor Light Bar – Twin Cluster Dashboard Light
40	Siren & Amplifier – 100W Single tone
41	Siren & Amplifier – 200W Dual tone
42	Siren & Amplifier – 100W Compact speaker
43	Siren & Amplifier – 100W Speaker
44	LED Cluster – LED04
45	LED Cluster – LED06
46	Round LED Magnet/Fixed mount Light
47	PL259 Connector
48	BNC Connector
49	BNC to SMA Connector
50	KRA27 UHF Antenna
51	HD400 Half-Wave Dipole Antenna 380-470MHz
52	ZARA450MC Mobile Antenna 440-470MHz
53	ZMC Replacement Whip for Mobile Antenna only
54	W450ZMC Replacement Base for Mobile Antenna only
55	W450Z Replacement Whip, Coil and Spring for Mobile Antenna
56	Alwyn Kop – High site (Repeaters)
57	Seshego – High site (Repeaters)
58	Tomazone (Mankweng) – High site (Repeaters)
59	Aganang – High site (Repeaters)
60	NEXEDGE NXR-1800E
61	NEXEDGE NXR-1700E Analog and Digital repeater
62	TR850 DMR Repeater (kirisun)
63	DR600 DMR Repeater (kirisun)

64	NXR-1800E2 Analog and Digital repeater
65	NXR-5700 Digital and Fm base unit (mixed mode operation)
66	NXR-5800 Digital and FM base unit (mixed mode operation)
67	Dell PowerEdge R750XS Barebone 2U Rack Server
68	Dell PowerEdge R250 Xeon E 2.8 GHz 16GB RAM 2TB HDD 2U Rack Server PER250CM2
69	Dell PowerEdge T350 Xeon E-2334 16GB RAM No HDD 450W 4.5U Tower Server
70	iTALK200
71	iTALK220
72	iTALK9000
73	iTALKBC9
74	iTALK450
75	iTALK 840-GW
76	iTALK 320
77	iTALK All in one web-based solution
78	iTALK tracking
79	ITALKmobile app
80	ITalk radio license
81	iTALK 200 Adapter
82	iTALK 200 Charger Cup
83	iTALK 200 Antenna
84	iTALK 200 Belt Clip
85	iTALK 200 Adapter
86	Inverter UPS 2KVA
87	12VDC Deep cycle battery
86	Inverter UPS 3KVA
88	Inverter UPS 4KVA
89	ICASA licence Fee – Per Item
90	3 legged steel tower (Height-30m)
91	3 legged steel tower (Height-25m)
92	NX-1700 VHF Mobile radio
93	NX-1800 UHF BASE Mobile radio
94	NX-P1200DE3 VHF Portable radio
95	NX-P1300DE3 UHF Portable radio
96	NX-5200 Portable radio
97	NX-5300 Portable radio
98	NX-5400 Portable radio
99	NX-5700 Mobile radio
100	NX-5800 Mobile radio
101	NX-5900 Mobile radio
102	NX-1200DE VHF Portable
103	NX-1300DE UHF Portable
104	KNB-45L 2,000mAh/7.4V Li-Ion Battery Pack
105	KSC-35SK Fast Charger For the KNB-45L/69L 82LCM (3-Hour)
106	KRA-22 Antenna
107	KRA-23 Antenna
108	KMC-45D speaker microphone
109	KHS-31C C-Ring PTT Ear Hanger Headset

110	KNB-69L 2,550mAh/7.4V Li-Ion Battery Pack
111	KSC-43K Dual Chemistry Fast Charger
112	KRA-26/27 VHF Helical Antenna UHF Whip Antenna
113	KHS-26 Earbud In-line PTT Headset
114	KBH-10 Belt Clip
115	KVC-22 DC Vehicular Charger Adapter
116	KHS-27A D-Ring In-line PTT Headset
117	KRA-41/42 VHF/UHF Stubby Antenna
118	KNB-84LA 1,900mAh/7.4V, Li-Ion Battery Pack
119	KMC-9C Desktop Microphone
120	KMC-59C Desktop Microphone
121	KMC-65M Microphone[IP54/55]
122	KMC-66M 12-Keypad Microphone
123	KES-5A External Speaker
124	KES-8K External Speaker
125	KCT-18 Ignition Sense Cable
126	KCT-23 DC Power Cable
127	KCT-60 Connection cable(D-sub 15 to Molex 15 pin connector)
128	KLF-2 Line Filter
129	KMB-10 Key Lock Adapter
130	KPS-15 DC Power Supply (23A max)
131	KMB-34 Mounting Case for KPS-15
132	GPS15XL-W GPS Receiver Board
133	GA25MCX GPS Antenna for GPS15XL-W
134	NX-5700B Deck Kit
135	NX-5800B Deck Kit
136	NX-5900B Deck Kit
137	KCH-19 BASIC CONTROL HEAD KIT
138	KCH-20R FEATURED CONTROL HEAD
139	KRK-14H CONTROL HEAD INTERFACE KIT (Adapter for the Head)
140	KRK-15B CONTROL HEAD REMOTE KIT (Adapter for the RF Deck)
141	KCT-71 REMOTE CONTROL CABLE (5.2m)
142	KCT-71 REMOTE CONTROL CABLE (7.6m)
143	KCT-71 REMOTE CONTROL CABLE (0.5m)
144	KCT-73MIC EXTERNAL MIC KIT (Cable length: 3m)
145	KCT-72 EXTERNAL MIC KIT (Cable length: 3m)
146	12V-105AH Lithium BATTERY
147	KMC-35 MICROPHONE
148	KMC-36 KEYPAD MICROPHONE
149	KES-3 EXTERNAL SPEAKER (Compact low profile; 3.5 mm plug)
150	KCT-23 DC POWER CABLE (M:10 ft (3m)/ M3: 23 ft (7m))
151	KCT-46 IGNITION SENSE CABLE
152	KLF-2 LINE FILTER
153	KMB-10 KEY LOCK ADAPTER
154	KAP-2 relay unit/Horn alert
155	KRA-40G GPS ACTIVE ANTENNA
156	KPS-15 DC POWER SUPPLY (23A max)
157	KPS-16 DC POWER SUPPLY
158	KMB-34 MOUNTING CASE FOR KPS-15 AND MOBILE RADIOS

159	NX-3720GE VHF Mobile radio
160	NX-3820 UHF BASE Mobile radio
161	NX-3920 Mobile radio
162	NX-3921 mobile radio
163	NXR-810 repeater (Mixed Digital & FM Analog Operation)
164	NXR-710 Repeater (Mixed Digital & FM Analog Operation)
165	KAS-20 software (Client server)
166	KAS-20 licensing (Up to 8 RF systems)
167	Kenwood 3720GE GPS
168	KPG-110SM Trunking/IP System Manager
169	KPG-149RM Repeater Monitor Software
170	2KVA Inverter
171	3KVA Inverter
172	12V100ah lithium battery
173	Kenwood KPG-D1 Programming Software for NX-5000
174	Kenwood Programming Software KPG-166D
175	Kenwood KPG-135D Programming Software
176	Kenwood KPG-99D Programming Software Download TK-7160, 8160 K & M models
177	KPG -129D Windows programming software for NXR-710/810 E & K versions
178	KPG-D2E FPU-programming Software
179	KPG-118D Windows programming software for TK-2306M & TK-3306M
180	KPG -91D Windows programming software for TKR-751/TKR-851 & TKR-750V2/TKR-850V2
181	KPG- -66D Windows programming software for TKR-750/TKR-850
182	KSL-2NW NEXEDGE Multi-Site Network Software License
183	KPG – 186U programming cable
184	KPG – 22U programming cable- Twin jack connector
185	KPG – 36x True-usb programming cable 14 pin connector
186	KPG – 43U USB programming cable – 12 pin connector
187	KPG – 46U USB programming cable – 8 pin modular
188	KPG – 46x True usb programming cable 8 pin modular
189	PG – 5G PC programming interface cable (9 pin d-sub)
190	PG – 5H interface cable set
191	AVENGA 7000 SERIES 15V/25A
192	PNC550 POC (5inch multi touch screen and IP68 rated)
193	PNC380 Radio
194	Hytalk Dispatch Application (PoC3000), Logging capability, record conversation ,SMS, MMS, Media Recording and Play Systems.
195	VM780 Bodycam (4G technology)
196	PNC370 Radio
197	PNC360 Radio
198	PNC460 Rugged device
199	MNC360 Mobile radio
200	HyTalk PMR Gateway
201	PDC 760 smart Radio
202	PTC 760 Radio
203	PTC 680 Radio (Dual Mode Radio)

204	PDC 550 Radio
205	P30 Radio
202	SIM card
203	Subscription base service
204	HR106X DMR Repeater
205	HR65X Compact DMR Repeater
206	PDC680 Radio
207	S1 Pro Radio
208	PD41X Radio
209	HP7XX Radio
210	DMR Trunking Cube Base Station
211	P50 Pro Radio
212	PDC690 Radio
213	PDC650 Radio
214	XPT Extended Pseudo Trunking system
215	DS-6211 DMR Trunking Lite Base Station
216	DS-6210 DMR Trunking Pro Base Station
217	DS-9300Bi-Directional Amplifier
218	Smart-Dispatch-Plus
219	Cable trenching (800 minimum depth) per meter
220	Data for communication – Per Radion annually
221	5KVA Inverter
222	12V7A lithium battery
223	Labour
224	Cherry Picker hire – Per Day
225	Travel Cost - Per
226	Consumables materials or markup price must not exceed 25%

PRICING SCHEDULE

Name of the bidder _____ Bid Number PM04-25/26

Closing Time :10H00

Closing date : 14 October 2025

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

Item	Pricing Schedule Equipment	
1	CPU Specifications – 1 x Sharoon VG4-W Blue ATX Case 1 x MSI B250 4XDDR4, SKT1151,M.ATX 1 x Intel I7 7700K 4.20GHZ SKT1151 2 x Apacer 8GB 2666MHZ DDR4 Panthe 1 x Seagate 2TB Skyhawk Surv 3.5"R 1 x DSP Win Pro 10 64 Bit 2 x Asus GT740 2GB DDR3 VGA Card 1 x Aerocool VX-750 600W Power Sup 1 x Asus DVD/RW Retail Box Internal 1 x Assembly With MS OEM	R
2	TK 3306M VHF Portable Radio – Existing Equipment – Discontinued	No price required
3	TK D340E UHF Portable Radio – Replacement	R
4	NX 340M3 UHF Portable Radio – Replacement	R
5	TK 8160 UHF Mobile Radio – Existing Equipment – Discontinued	No price required
6	TK 8360M2 UHF Mobile Radio – Replacement	R
7	TKR 850 UHF Repeater – Existing Equipment – Discontinued	No price required
8	TKR D810E UHF Repeater – Replacement	R
9	NXR 810K2 UHF Repeater – Replacement	R
10	TK-3317 UHF Portable Radio – Existing Equipment – Discontinued	No price required
11	TK D340E UHF Portable Radio – Replacement	No price required
12	NX 340M3 UHF Portable Radio – Replacement	No price required
13	TK-3406 UHF Portable Radio – Existing Equipment – Discontinued	No price required
14	TK D340E UHF Portable Radio – Replacement	No price required
15	NX 340M3 UHF Portable Radio – Replacement	No price required

16	TK 8100 UHF Mobile Radio – Existing Equipment – Discontinued	<i>No price required</i>
17	TK 8360M2 UHF Mobile Radio – Replacement	<i>No price required</i>
18	Speaker Microphone For Portable Radio – Per Item	R
19	Desktop Microphone – Per Item	R
20	Single huff headset with in-line PTT – Per Item	R
21	7-9Amp power Store 13.8AC/DC, BATT 12V 7AH – Per Item	R
22	Battery – 12V 7AH – Per Item	R
23	12v 102AH Sealed Battery – Maintenance free – Per Item	R
24	KNB-45L hand Radio Battery – Per Item	R
25	Base Radio Microphone – Per Item	R
26	Duplexer with Cabling	R
27	19" Power Supply – Per Item	R
28	RG58 COAX Cable – Per Meter	R
29	RG215 COAX Cable – Per Meter	R
30	LMR400 COAX Cable – Per Meter	R
31	Aluminium Pole for Base – Per Item	R
32	Aluminium Pole for Antenna System – Per Item	R
33	2-Stack Harness – Per Item	R
34	4-Stack Harness – Per Item	R
35	Wall Bracket – Per Item	R
36	Cameo Light Bar – Per Item	R
37	Aero Light Bar – Per Item	R
38	Visor Light Bar – 6 Cluster LED stick – Per Item	R
39	Visor Light Bar – Twin Cluster Dashboard Light – Per Item	R
40	Siren & Amplifier – 100W Single tone – Per Item	R
41	Siren & Amplifier – 200W Dual tone – Per Item	R
42	Siren & Amplifier – 100W Compact speaker – Per Item	R
43	Siren & Amplifier – 100W Speaker – Per Item	R
44	LED Cluster – LED04 – Per Item	R
45	LED Cluster – LED06 – Per Item	R
46	Round LED Magnet/Fixed mount Light – Per Item	R
47	PL259 Connector – Per Item	R
48	BNC Connector – Per Item	R
49	BNC to SMA Connector – Per Item	R
50	KRA27 UHF Antenna – Per Item	R
51	HD400 Half-Wave Dipole Antenna 380-470MHz – Per Item	R
52	ZARA450MC Mobile Antenna 440-470MHz – Per Item	R
53	ZMC Replacement Whip for Mobile Antenna only – Per Item	R
54	W450ZMC Replacement Base for Mobile Antenna only – Per Item	R
55	W450Z Replacement Whip, Coil and Spring for Mobile Antenna – Per Item	R
56	24v battery gel	R
57	36v battery gel	R
58	48v battery gel	R
59	72v battery gel	R
60	NEXEDGE NXR-1800E	R

61	NEXEDGE NXR-1700E Analog and Digital repeater	R
62	TR850 DMR Repeater (kirisun)	R
63	DR600 DMR Repeater (kirisun)	R
64	NXR-1800E2 Analog and Digital repeater	R
65	NXR-5700 Digital and Fm base unit (mixed mode operation)	R
66	NXR-5800 Digital and FM base unit (mixed mode operation)	R
67	Dell PowerEdge R750XS Barebone 2U Rack Server	R
68	Dell PowerEdge R250 Xeon E 2.8 GHz 16GB RAM 2TB HDD 2U Rack Server PER250CM2	R
69	Dell PowerEdge T350 Xeon E-2334 16GB RAM No HDD 450W 4.5U Tower Server	R
70	iTALK200	R
71	iTALK220	R
72	iTALK9000	R
73	iTALKBC9	R
74	iTALK450	R
75	iTALK 840-GW	R
76	iTALK 320	R
77	All in one web-based solution	R
78	iTALK tracking	R
79	ITALKmobile app	R
80	ITalk radio license	R
81	iTALK 200 Adapter	R
82	iTALK 200 Charger Cup	R
83	iTALK 200 Antenna	R
84	iTALK 200 Belt Clip	R
85	iTALK 200 Adapter	R
86	Inverter UPS 2KVA	R
87	12VDC Deep cycle battery	R
86	Inverter UPS 3KVA	R
88	Inverter UPS 4KVA	R
89	ICASA licence Fee – Per Item	R
90	3 legged steel tower (Height-30m)	R
91	3 legged steel tower (Height-25m)	R
92	NX-1700 VHF Mobile radio	R
93	NX-1800 UHF BASE Mobile radio	R
94	NX-P1200DE3 VHF Portable radio	R
95	NX-P1300DE3 UHF Portable radio	R
96	NX-5200 Portable radio	R
97	NX-5300 Portable radio	R
98	NX-5400 Portable radio	R
99	NX-5700 Mobile radio	R
100	NX-5800 Mobile radio	R
101	NX-5900 Mobile radio	R
102	NX-1200DE VHF Portable	R
103	NX-1300DE UHF Portable	R
104	KNB-45L 2,000mAh/7.4V Li-Ion Battery Pack	R
105	KSC-35SK Fast Charger For the KNB-45L/69L 82LCM (3-Hour)	R

106	KRA-22 Antenna	R
107	KRA-23 Antenna	R
108	KMC-45D speaker microphone	R
109	KHS-31C C-Ring PTT Ear Hanger Headset	R
110	KNB-69L 2,550mAh/7.4V Li-Ion Battery Pack	R
111	KSC-43K Dual Chemistry Fast Charger	R
112	KRA-26/27 VHF Helical Antenna UHF Whip Antenna	R
113	KHS-26 Earbud In-line PTT Headset	R
114	KBH-10 Belt Clip	R
115	KVC-22 DC Vehicular Charger Adapter	R
116	KHS-27A D-Ring In-line PTT Headset	R
117	KRA-41/42 VHF/UHF Stubby Antenna	R
118	KNB-84LA 1,900mAh/7.4V, Li-Ion Battery Pack	R
119	KMC-9C Desktop Microphone	R
120	KMC-59C Desktop Microphone	R
121	KMC-65M Microphone[IP54/55]	R
122	KMC-66M 12-Keypad Microphone	R
123	KES-5A External Speaker	R
124	KES-8K External Speaker	R
125	KCT-18 Ignition Sense Cable	R
126	KCT-23 DC Power Cable	R
127	KCT-60 Connection cable(D-sub 15 to Molex 15 pin connector)	R
128	KLF-2 Line Filter	R
129	KMB-10 Key Lock Adapter	R
130	KPS-15 DC Power Supply (23A max)	R
131	KMB-34 Mounting Case for KPS-15	R
132	GPS15XL-W GPS Receiver Board	R
133	GA25MCX GPS Antenna for GPS15XL-W	R
134	NX-5700B Deck Kit	R
135	NX-5800B Deck Kit	R
136	NX-5900B Deck Kit	R
137	KCH-19 BASIC CONTROL HEAD KIT	R
138	KCH-20R FEATURED CONTROL HEAD	R
139	KRK-14H CONTROL HEAD INTERFACE KIT (Adapter for the Head)	R
140	KRK-15B CONTROL HEAD REMOTE KIT (Adapter for the RF Deck)	R
141	KCT-71 REMOTE CONTROL CABLE (5.2m)	R
142	KCT-71 REMOTE CONTROL CABLE (7.6m)	R
143	KCT-71 REMOTE CONTROL CABLE (0.5m)	R
144	KCT-73MIC EXTERNAL MIC KIT (Cable length: 3m)	R
145	KCT-72 EXTERNAL MIC KIT (Cable length: 3m)	R
146	12V-105AH Lithium BATTERY	R
147	KMC-35 MICROPHONE	R
148	KMC-36 KEYPAD MICROPHONE	R
149	KES-3 EXTERNAL SPEAKER (Compact low profile; 3.5 mm plug)	R
150	KCT-23 DC POWER CABLE (M:10 ft (3m)/ M3: 23 ft (7m))	R

151	KCT-46 IGNITION SENSE CABLE	R
152	KLF-2 LINE FILTER	R
153	KMB-10 KEY LOCK ADAPTER	R
154	KAP-2 relay unit/Horn alert	R
155	KRA-40G GPS ACTIVE ANTENNA	R
156	KPS-15 DC POWER SUPPLY (23A max)	R
157	KPS-16 DC POWER SUPPLY	R
158	KMB-34 MOUNTING CASE FOR KPS-15 AND MOBILE RADIOS	R
159	NX-3720GE VHF Mobile radio	R
160	NX-3820 UHF BASE Mobile radio	R
161	NX-3920 Mobile radio	R
162	NX-3921 mobile radio	R
163	NXR-810 repeater (Mixed Digital & FM Analog Operation)	R
164	NXR-710 Repeater (Mixed Digital & FM Analog Operation)	R
165	KAS-20 software (Client server)	R
166	KAS-20 licensing (Up to 8 RF systems)	R
167	Kenwood 3720GE GPS	R
168	KPG-110SM Trunking/IP System Manager	R
169	KPG-149RM Repeater Monitor Software	R
170	2KVA Inverter	R
171	3KVA inverter	R
172	12V100ah lithium battery	R
173	Kenwood KPG-D1 Programming Software for NX-5000	R
174	Kenwood Programming Software KPG-166D	R
175	Kenwood KPG-135D Programming Software	R
176	Kenwood KPG-99D Programming Software Download TK-7160, 8160 K & M models	R
177	KPG -129D Windows programming software for NXR-710/810 E & K versions	R
178	KPG-D2E FPU-programming Software	R
179	KPG-118D Windows programming software for TK-2306M & TK-3306M	R
180	KPG -91D Windows programming software for TKR-751/TKR-851 & TKR-750V2/TKR-850V2	R
181	KPG- -66D Windows programming software for TKR-750/TKR-850	R
182	KSL-2NW NEXEDGE Multi-Site Network Software License	R
183	KPG – 186U programming cable	R
184	KPG – 22U programming cable- Twin jack connector	R
185	KPG – 36x True-usb programming cable 14 pin connector	R
186	KPG – 43U USB programming cable – 12 pin connector	R
187	KPG – 46U USB programming cable – 8 pin modular	R
188	KPG – 46x True usb programming cable 8 pin modular	R
189	PG – 5G PC programming interface cable (9 pin d-sub)	R
190	PG – 5H interface cable set	R
191	AVENGA 7000 SERIES 15V/25A	R

192	PNC550 POC (5inch multi touch screen and IP68 rated)	R
193	PNC380 Radio	R
194	Hytalk Dispatch Application (PoC3000), Logging capability, record conversation ,SMS, MMS, Media Recording and Play Systems.	R
195	VM780 Bodycam (4G technology)	R
196	PNC370 Radio	R
197	PNC360 Radio	R
198	PNC460 Rugged device	R
199	MNC360 Mobile radio	R
200	HyTalk PMR Gateway	R
201	PDC 760 smart Radio	R
202	PTC 760 Radio	R
203	PTC 680 Radio (Dual Mode Radio)	R
204	PDC 550 Radio	R
205	P30 Radio	R
202	SIM card	R
203	Subscription base service	R
204	HR106X DMR Repeater	R
205	HR65X Compact DMR Repeater	R
206	PDC680 Radio	R
207	S1 Pro Radio	R
208	PD41X Radio	R
209	HP7XX Radio	R
210	DMR Trunking Cube Base Station	R
211	P50 Pro Radio	R
212	PDC690 Radio	R
213	PDC650 Radio	R
214	XPT Extended Pseudo Trunking system	R
215	DS-6211 DMR Trunking Lite Base Station	R
216	DS-6210 DMR Trunking Pro Base Station	R
217	DS-9300Bi-Directional Amplifier	R
218	Smart-Dispatch-Plus	R
219	Cable trenching (800 minimum depth) per meter	R
220	Data for communication – Per Radion annually	R
221	5KVA Inverter	R
222	12V7A lithium battery	R
223	Labour	R
224	Cherry Picker hire – Per Day	R
225	Travel Cost - Per	R
SUB-TOTAL		R
VAT		R
TOTAL AMOUNT		R

Consumables materials or markup price % (must not exceed 25%)

NB: The service provider shall charge 65 kilometers single trip for any work done within jurisdiction of Polokwane, for any other work done outside jurisdiction of Polokwane, kilometers shall be charged as per kilometers gazette by Department of Transport.

NB: PRICING SHALL INCLUDE ALL COSTS (ACCOMMODATION AND TRANSPORTATION).

NB: PRICE SHALL INCREASE IN ACCORDANCE WITH CONSUMER PRICE INDEX (CPI) AT THE ANNIVERSARY OF A 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 80/20 system for requirements with a Rand value of up to 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 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)}
 \end{array}$$

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 (80/20 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	5	
Ownership of 51% or more by persons who are woman	CSD/Company registration copy and ID Copies of directors	5	
Ownership of 51% or more by persons who are disable	Medical report indicating disability	4	
Ownership of 51% or more by persons who are youth	CSD/Company registration copy and ID Copies of directors	4	
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	2	
Total points claimed		20	

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: PM04-25/26

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)
- Valid original 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
- Form of offer filled in full
- Municipal rates and taxes/Lease agreement/Local tribal authority letter (**For company and all the directors**) not more 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)**

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

PHASE 2. Functionality

Bidders must score a minimum of 80 points for functionality to proceed to the next phase of the evaluation criterion. Only qualifying bidders will be evaluated further on Price and Specific Goals.

TABLE A1: Points Allocation Breakdown

FUNCTIONALITY ASSESSMENT CRITERIA	
CRITERIA	POINTS (WEIGHT)
1. Profile of key staff	30
2. Previous Experience	40
3. Financial standing / Ability to execute the project	10
4. Project Implementation Plan (attached plan)	20
OVERALL EVALUATION SCORE	100

TABLE A2: CRITERIA 1: PROFILE OF KEY STAFF

PROFILE OF KEY STAFF [WEIGHT: 30 POINTS]		
NUMBER OF SIMILAR PROJECTS	POINTS (WEIGHT)	POINTS ALLOCATED
• N3 Electrical/Electronic certificate and Trade test certificate, ICASA dealers licence/certificate, 6 + years' experience	30	
• N3 Electrical/Electronic certificate and Trade test certificate, ICASA dealers licence/certificate 1-5 years' experience	20	
• N3 Electrical/Electronic certificate and Trade test certificate, ICASA dealers licence/certificate, less than 1 years' experience	10	
MAXIMUM POINTS	30	

Note: Attach CV's of qualified Technician and Qualification in Certified copies of their ID's and the qualifications.

TABLE A3: CRITERIA 2: PREVIOUS EXPERIENCE

PREVIOUS EXPERIENCE [WEIGHT: 40 POINTS]		
NUMBER OF SIMILAR PROJECTS	POINTS (WEIGHT)	POINTS ALLOCATED
• The bidder has the necessary experience to successfully execute the project (7+ projects)	40	
• The bidder has the necessary experience to successfully execute the project (5-6 projects)	30	
• The bidder has the necessary experience to successfully execute the project (3-4 project)	20	
MAXIMUM POINTS	40	

Note: Attach written proof Reference letters on official letterheads of the reference company and signed.

TABLE A4: CRITERIA 3: FINANCIAL STANDING/ABILITY TO EXECUTE THE PROJECT

CRITERIA 4: FINANCIAL REFERENCE [WEIGHT: 10 POINTS]		
REQUIREMENT	POINTS (WEIGHT)	ALLOCATED POINTS
Proof of funding from an Authorized Financial Service Provider OR a Credit facility with a +Balance of R201 000.00 or more.	10	
Proof of funding from an Authorized Financial Service Provider OR a Credit facility with a Balance of R50 000.00 to R200 000.00	5	
MAXIMUM POINTS	10	

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.

TABLE A5 CRITERIA 4

Project Implementation Plan [WEIGHT: 20 POINTS]		
NUMBER OF SIMILAR PROJECTS	POINTS (WEIGHT)	POINTS ALLOCATED
Bidder provides a very good and technically sound project implementation and Methodology approach that meet project objective	20	
Bidder provides a good and technically sound project implementation and Methodology approach that meet project objective	10	
Bidder provides a satisfactory project implementation and Methodology approach that is generic and not tailored to address the specific project objectives	5	
MAXIMUM POINTS	20	

2. Price and Specific goals– Phase Three

The evaluation will be done by using **80/20**-point system as indicated below:

Preference point system	Points
Price	80
Specific Goals	20
Total Maximum Score	100

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	5	
Ownership of 51% or more by persons who are woman	5	

Ownership of 51% or more by persons who are disable	4	
Ownership of 51% or more by persons who are youth	4	
Ownership by persons who are residing within jurisdiction of Polokwane Municipality	2	

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

OR

$$\begin{aligned}
 \text{Calculation} &= \frac{\text{Black Ownership}}{100} \times \text{Total number of allocated points} \\
 &= \frac{35}{100} \times 3 \\
 &= 1.05
 \end{aligned}$$

Points to be score for ownership of black person will be 1.05

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

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.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN 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

MBD 5

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
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?

***YES / NO**

- 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	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). 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.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)? 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.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	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?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	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?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	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?	Yes ☐	No ☐
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

ANNEXURE “C”**CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS**

TO: MUNICIPAL 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: MUNICIPAL 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	Sign	