



**PART A
INVITATION TO BID**

MBD1

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

BID NUMBER:	PM94/2020	CLOSING DATE:	22 NOVEMBER 2023	CLOSING TIME:	10H00
DESCRIPTION	APPOINTMENT OF TWO (02) ACCREDITED SERVICE PROVIDERS FOR THE MAINTENANCE OF FIRE PROTECTION AND PREVENTION SYSTEMS AND MEASURES OF THE POLOKWANE MUNICIPALITY FOR THE PERIOD OF THREE (03) YEARS AS APPROVED IN ACCORDANCE WITH FIRE PROTECTIONS PLANS (RE-ADVERT)				

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

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT Polokwane Municipality, Civic Centre, corner Bondenstein and Landros Mare Street not later than **10:00** on **22 NOVEMBER 2023**.

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	POLOKWANE	CONTACT PERSON	Mr. Phuti KabeHannes du Plessis Thabo Mahapa
CONTACT PERSON	Ms. Sibongile Madisha	TELEPHONE NUMBER	0150235405 0150235624 0836641100
TELEPHONE NUMBER	015 290 2358	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	phutik@polokwane.gov.za hannes.duplessis@polokwane.gov.za

		thabom1@polokwane.gov.za
E-MAIL ADDRESS	sibongilem@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 CONSORCIA / 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:

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BID NOTICE

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BID NO: PM94/2020

BID DESCRIPTIONS: APPOINTMENT OF TWO (02) ACCREDITED SERVICE PROVIDERS FOR THE MAINTENANCE OF FIRE PROTECTION AND PREVENTION SYSTEMS AND MEASURES OF THE POLOKWANE MUNICIPALITY FOR THE PERIOD OF THREE (03) YEARS AS APPROVED IN ACCORDANCE WITH FIRE PROTECTIONS PLANS (RE-ADVERT)

DIRECTORATE: COMMUNITY SERVICES

BUSINESS UNIT: DISASTER MANAGEMENT AND FIRE SERVICES

Bids are hereby invited for the Appointment of Two (02) Accredited Service providers for the Maintenance of Fire Protection and Prevention Systems and Measures of the Polokwane Municipality for the Period of Three (03) Years as approved in Accordance with Fire Protections Plans (Re-Advert)

Bidders should ensure that bids are delivered timorously 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
MUNICIPAL 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 2017, 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 Municipal 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:PM94/2020

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 Annexure 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 Number	Income Number	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 or 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 on behalf of:

by virtue of _____

dated _____ a certified copy of 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.

An example for a company is shown below:

"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. **"Municipal Manager"** means the Municipal 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 contracts 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 national treasury e-tenders publication portal www.etenders.gov.za, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin or newspapers) and

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

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.

9 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;

- Bid submitted on time,
- Bid forms signed and each page initialled
- All essential information provided
- Submission of a Joint Venture Agreement, which has been properly signed by all parties
- Payment of Municipal Fees

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 Government's Broad-Based Black Economic Empowerment objectives and points scored for price.
- (ii) Only bidders who are registered in the relevant professional body will be considered. This requirement will remain in force as long as it is a requirement of that specific professional body.
- (iii) The Joint Ventures, all companies, which are part of the joint venture, must be registered with the professional body. The company that meets the requirement of professional body will be considered.

14 Evaluation of bids on functionality and price

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

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

- I. The number of points scored for achieving Government's Broad-Based Black Economic Empowerment 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: PM94/2020

SPECIAL CONDITIONS OF CONTRACT

- 1. Building separation elements (fire walls and floors) according the fire rating approved on fire protection plans fire stopping, fire dampers, motorist fire roller shutter doors, Class A, B, C, D fire doors and smoke and draft doors.**
 - a. All fire doors and smoke and draft doors, hardware (automatic closing, floor spring, locks, closers, hinges, self-closing devices, electrical hold-open devices, pull-knobs, kick plates, push plates, cables and weights) on the fire doors must be maintain, checked and serviced.**
 - b. Compliance and Quality**
 - c. All fire doors shall be supplied directly from specialist fire door manufacturers and shall only be installed (Built-in) by factory trained and certificated artisans.**
 - d. Each completed installation of a fire door assembly shall be inspected by the manufacturer who shall conduct a thorough inspection of the installation and once satisfied, provide written certification that each installation (as per the fire door assembly serial number) complies with the requirements of SABS 1253 and the relevant requirements of SABS 10400.**
 - e. NOTE - This inspection and certification process shall only occur once all hardware and attachments have been fitted.**
- 2. Fire retardant systems to thatched roofs or lapa's.**
 - a. Where the thatch need to be provided with a fire-retardant system with respective fire loads, which is tested in accordance with SANS 101-12, exposure test and comply with the requirements of SANS 10400 Part T 4.12.**
 - b. Certificate of compliance need to be submitted with the expiring date.**
 - c. Only bidders who are registered in the relevant professional body for fire treatment system on thatch roof are allowed to do the fire-retardant.**
- 3. Escape route doors and gates, exit hardware, self-closing devices.**
 - a. All escape doors and gates, hardware (automatic closing, floor spring, locks, closers, hinges, self-closing devices, electrical hold-open devices, pull-knobs, kick plates, push plates, cables and weights) on the fire doors must be maintain, checked and service.**

4. Marking and signposting of fire equipment and escape routes.

- a. The fire equipment, emergency exit and –escape routes must be clearly marked with photo luminescent type symbolic signs comply with the relevant requirements of SANS 1186, SANS 1464-22 and SANS 10114-2 as stipulated in SANS 10400 Section 4.29.

5. Emergency powered system, lights system, control systems, lift, pumps, any system that incorporate emergency power.

- a. The emergency lights must be maintaining, service and tested, to ensure that they comply with the requirements as stipulated in the fire design, SANS 10400-2020 Part T 4.30 and SANS 114-2

6. Fire / smoke detection/ alarm and evacuation communication system.

- a. Only bidders who are registered in the relevant professional body **the South African Qualification Certification Committee (SAQCC) for the fire industry for the servicing the following** Fire detection & Suppression systems in accordance with the requirements in SANS 10400-2020 Part T, SANS 10139 1, through certify premises and qualified trained personal that is also SAQCC register will be considered.
- b. This requirement will remain in force as long as it is a requirement of the **SAQCC** Professional body.
- c. It must however be stressed that the provision of any one of the systems or combination thereof as detailed in this document does not constitute a full and properly engineered fire protection plan for a building or site.
- d. The systems detailed in this document form an integral part of a multi-faceted and comprehensive fire protection plan for each building, which must of necessity include structural protection elements combined with other passive and active fire control systems.

7. Fire extinguishers, fire hoses reels, fire hydrants, fire hydrant boosters.

- a. Only bidders who are registered in the relevant professional body **the South African Qualification Certification Committee (SAQCC) for the fire industry for the servicing the following** fire equipment fire extinguishers, fire hoses reels, fire hydrants, fire hydrant boosters, symbolic sings in accordance with the requirements in SANS 1910, SANS 10105-1, SANS 1475 and SANS 1186, through certify premises and qualified trained personal that is also SAQCC register will be considered.
- b. This requirement will remain in force as long as it is a requirement of the **SAQCC** Professional body.

8. Fire water reticulation system, supply, none return reflex valves, water storage tanks, diesel driven fire pumps, electrical driven fire pump, electrical driven jockey pump, pressure gauges and system, water pipes and in clouding accessories for pipes (valves bends, joint for example.

- a. Only bidders who are registered in the relevant professional body **the South African Qualification Certification Committee (SAQCC) for the fire industry for the servicing the following fire equipment fire extinguishers, fire hoses reels, fire hydrants, fire hydrant boosters, symbolic sings in accordance with the requirements in SANS 1910, SANS 10105-1, SANS 1475 and SANS 1186, through certify premises and qualified trained personal that is also SAQCC register** will be considered.
- b. This requirement will remain in force as long as it is a requirement of the **SAQCC** Professional body.

9. **Automatic sprinkler and suppression systems and none return reflex valves, water storage tanks, diesel driven fire pumps, electrical driven fire pump, electrical driven jockey pump, pressure gauges and system, water pipes and in clouding accessories for pipes (valves bends, joint for example),**

- a. Only bidders who are registered in the relevant professional body at ASIB **for the fire industry for the servicing the Sprinkler system.**
- b. Maintenance of the sprinkler system must be in accordance with SANS 10400-2020 Part T SANS 10287.

Gaseous extinguishing system; Fire suppression system FM 200

- c. Only bidders who are registered in the relevant professional body and be a designer and installed that is a competent person that is registered with the SAQCC. (Fire detection & Suppression systems)

10. **Smoke control system, smoke control dampers, power mechanical smoke extraction ventilation fans, fusible link slope and ridge mounted ventilation system, electromechanically smoke ventilation systems, lover blade slope and vertical smoke ventilation systems.**

- a. Only bidders who are registered in the relevant professional body for Smoke Control equipment should maintain the system by a person with specialist knowledge on smoke control systems, adequate access to spares and sufficient information regarding the system,
 - i. Registered with SASVA-South African Smoke Ventilation Association.
 - ii. All replacement parts must be tested in accordance with the manufacturers OME regulations and tested procedures.
 - iii. All buy out products or parts must be approved by the original manufacturer.
- b. Staff executing the service and maintenance work must hold an approved installation and maintenance certification from the original manufacturer.

11. **Provide standby services during events to provide for the management and regulation of sport and recreational events within the area of jurisdiction of the City of Polokwane, by establishing processes, principles, and certification in relation thereto and effect the implementation of the Safety at Sports and Recreational Events Act 2010**

(Act 2 of 2010) and the Regulations (SASREA); and to provide for matters incidental thereto.

12. Working permit for working on any fire protection system implementation and process,
 - 12.1. Before any work or maintenance starts on the Fire Protection System the impairment notification needs to be done and an agreement.
 - 12.1.1. To the responsible Facility representative.
 - 12.2. Occupational Health and Safety Officer appointed.
 - 12.3. Control sheets
 - 12.4. Log books
 - 12.5. Training certificate
 - 12.6. Verification certificate
 - 12.7. Certificates of Compliance (COC) per area of responsibility.
13. Qualified understanding of the practise and working in the field;
14. The successful Bidder shall at all-times make use of its own equipment complying to OHS standards of Polokwane Municipality;
15. As and when needed (COC) be issued and handed to the Facility representative;
16. The Bidder will be informed by the Facility representative should they be on duty at the facilities during events;
17. The Bidder must have an operational office in Polokwane and if not after appointment within four (4) weeks;
18. The Bidder shall be available 24 hours per day and 7 days a week;
19. The response time from receiving the call-out shall be within 1 hour;
20. Once the site was visited after the call, a quote will be forwarded for approval before repair work can commence, unless it is an emergency;
21. Whilst on duty during events the Bidder shall ensure that there is proper communication between the Site Supervisor and the Facility representative and the supervising employees at the facility;
22. Ensuring that the Municipal facilities comply with the acceptable standard in as far as working standards and regulations allows.

23. It is expected that employees of the success bidder deployed to work at the facility, are properly equipped with the necessary equipment to fulfill their duties. Furthermore, in order to ensure that all the employees fulfill their work the bidder must supply its employees with SABS approved tools, machinery and safety equipment.
24. The employees of the Bidder shall ensure that the areas where they worked are left properly cleaned and all old used / replace materials are to be removed to the waste management site.
25. It is expected from the Bidder to ensure that there is a supervisor who will be responsible to manage the work.
26. The bidder must supply the municipality with an OHS plan within three weeks of appointment.
27. For any material replacement or special plant equipment that are not specified in the pricing schedule the Service Provider have to provide a quotation for the approval before replacing those items.
 - a. The mark-up charges shall not exceed 20%.
28. Callout fees
 - The successful bidder will have to enter in to an agreement with the Polokwane Municipality in terms of Section 37(1) and (2) of the Occupational Health and Safety Act (OHSACT)
 - That the Service level agreement should be entered into between the Municipality and the successful service provider

BID NUMBER: PM94/2020

Background

Polokwane Municipality manages Sports and Recreation Facilities within the jurisdiction of the Municipality which includes Molepo/Maja/Chuene cluster, Mankweng cluster, Sebayeng /Dikgale cluster, Moletji cluster, Seshego City cluster and Aganang cluster. The facilities include stadiums, halls and indoor centers which comprises of various types of surfaces including all weather courts, concrete paving's, natural grass, artificial grass and gravel. The facilities are used for professional and amateur sports and recreation activities.

Objective

To ensure that facilities comply with relevant legislations that governs occupation and usage of facilities.

BID SPECIFICATIONS

1. Item 1.1: Building separation elements (fire walls and floors) according the fire rating approved on fire protection plans fire stopping, fire dampers, motorist fire roller shutter doors, Class A, B, C, D fire doors and smoke and draft doors.

1.1.1. Fire performance

1.1.1.1. 4.5.1 SANS 10400-Part T. Where any element or component of a building is required to have a particular fire resistance, such requirement shall, in respect of the materials or method of construction of such element or component, be deemed to have been complied with where,

1.1.1.2. a) a representative specimen of such element or component has been shown to have the required fire resistance when tested in accordance with SANS 10177-2, or

1.1.1.3. b) the element or component is covered by section 4.55. SANS 10400-Part T.

1.1.1.4. 4.5.2 SANS 10400-Part T. Where non-combustibility of any element or component is required, such requirements shall be complied with where such element or component is proved to be made only of the relevant material is covered by section 4.56. SANS 10400-Part T.

1.1.1.5. 4.5.3 SANS 10400-Part T. Any insulation, insulating panel or lining used as a thermal insulation system under an external covering as part of a roof or wall assembly (thermal insulated building envelope), tested in accordance with SANS 10177-5 and found to be combustible, shall be acceptable if, when classified in terms of the SANS 428 protocol, its use and application are acceptable.

1.1.2. Fire stability of structural elements or components

1.1.2.1. Any structural element or component directly supporting a separating element contemplated in 4.6 SANS 10400-Part T. shall, when tested in accordance with SANS

10177-2, comply with the requirement for stability for a period of not less than that required for fire resistance of such separating element.

- 1.1.3. It is the specific intent to ensure that, in the event of an outbreak of fire in either a co-located office or storage area for example, all communication and allied equipment is protected against the direct and indirect effects of such fire.
- 1.1.4. Communication and allied equipment shall be separated from other areas within a building by protection elements, which have a fire rating of not less than requirement on the approved plan.
- 1.1.5. The following protection elements shall be used either individually or in combinations appropriate to each situation –
 - 1.1.5.1. Concrete floor slabs
 - 1.1.5.2. Concrete ceiling slabs
 - 1.1.5.3. Fire doors
 - 1.1.5.4. Firewalls
 - 1.1.5.5. Fire dampers
 - 1.1.5.6. Fire seals
- 1.1.6. Every fire door assembly shall comply fully with the requirements of SANS 1253 and have a minimum fire rating of 120 minutes (Two Hours) as specified for 'B' Class fire doors
- 1.1.7. All fire doors, hardware (automatic closing, floor spring, locks, closers, hinges, self-closing devices, electrical hold-open devices, pull-knobs, kick plates, push plates, cables and weights) on the fire doors must be checked quarterly and service annually. These tests should be well documented and kept on record, this information needs to be available.

The following need to be followed with the inspections

- 1.1.8. Marking, all doors must have a metal identification plates fixed on the door and to the frame.
- 1.1.9. The fastening shall allow the door to be easily opened in the direction of the escape without specialized knowledge or the use of keys or tools.
- 1.1.10. The closing action of doors shall be smooth and positive, and the speed and force of closing action to be adjusted that the door can be operated without the exertion of undue force and without causing injury to persons, all doors need to close after opening.
- 1.1.11. The closing action of double-leaf hinged door with rebated meetings stiles must be co-ordinate by means of coordinators.
- 1.1.12. When a door is closed the leaf or leaves of a door the clearance between the top of the leaf or leaves and the frame does not exceed 3mm, and the total width of the clearance between the vertical sides of the leave of a single-leaf door set and the frame does not at any cross-section exceed 6mm.
- 1.1.13. In case of a double –leaf hinged door, the clearance between one meeting stile and the other and the clearance between the frame and the leaves shall not exceed 4mm.

1.1.14. The floor clearance of the leaf or leaves of a door shall not be less than 5mm and not be more than 12mm, measure between the lower edge of the leaf or leaves and the final leave of the floor or still.

1.1.15. Check that there is no possibility that the door frame can be bypassed by a fire.

1.1.16. The width of the rebates of frames needs to be at least 25mm on class A, B, C and D doors.

1.1.17. Frames of which the height does not exceed 2.08 m needs to have at least three fixing lugs on each jamb.

1.1.18. All other frames must have at least four fixing lugs on each jamb.

1.1.19. Make sure that all lugs are fitted and fixed.

1.1.20. A sliding door needs to maintain according the manufacture instructions.

1.1.21. The average floor clearance must not exceed 12mm

1.1.22. The average clearance between the door and the overlap section of the wall must not exceed 10mm and the maximum clearance that does not exceed 15mm.

1.1.23. Overhead rails need to be protected from dirt and foreign matter.

1.1.24. Move in protected noncombustible guides

1.1.25. Be closed in 30 seconds

1.1.26. And not travel faster than 0.5m/s

1.1.27. The width and height of a sliding door be such that, when the sliding door is closed, each vertical boundary of the opening is overlapped by at least 75mm and the upper boundary of the opening is overlapped by at least 100mm.

1.1.28. All hardware needs to be check and clean.

1.1.29. Note that sliding door cannot form part of escape routes.

1.2. All self-closing smoke and draft doors leading to any communication staircase must be checked quarterly and service annually.

1.2.1. The fastening shall allow the door to be easily opened in the direction of the escape without specialized knowledge or the use of keys or tools.

1.2.2. The closing action of doors shall be smooth and positive, and the speed and force of closing action to be adjusted that the door can be operated without the exertion of undue force and without causing injury to persons, all doors need to close after opening.

1.2.3. The closing action of double-leaf hinged door with rebated meetings stiles must be co-ordinate by means of coordinators.

- 1.2.4. When a door is closed the clearance between the top of the leaf or leaves and the frame does not exceed 3mm, and the total width of the clearance between the vertical sides of the leave of a single-leaf door set and the frame does not at any cross-section exceed 3mm.
- 1.2.5. In case of a double –leaf hinged door, the clearance between one meeting stile and the other and the clearance between the frame and the leaves shall not exceed 4mm.
- 1.2.6. The floor clearance of the leaf or leaves of a door shall not be less than 5mm and not be more than 8mm, measure between the lower edge of the leaf or leaves and the final leave of the floor or still.
- 1.2.7. Check all smoke seals.
- 1.2.8. Check that there is no possibility that the door frame can be bypassed by a fire.
- 1.2.9. Make sure that all lugs are fitted and fixed.

- 1.3. The emergency exit doors must be accessible at all times and must be easily openable from the inside in case of an emergency. Locking devices that are acceptable should be capable of being operated in a single movement without the use of a key. These emergency exit doors must be checked and serviced by a competent person annually.
 - 1.3.1. The fire equipment, emergency exit and –escape routes must be clearly marked with photo luminescent type symbolic signs comply with the relevant requirements of SANS 1186, SANS 1464-22 and SANS 10114-2 as stipulated in SANS 10400 Section 4.29.
 - 1.3.2. All emergency exit doors must open in the direction of egress from the building.
 - 1.3.3. The security doors at the emergency exits must be fixed / locked in the open position during business hours.
 - 1.3.4. The security door at the emergency exit shall not be installed as to prevent or hinder egress from the building.
 - 1.3.5. The width of the escape route shall not decrease in the direction of emergency travel.
 - 1.3.6. All individual escape routes aggregated minimum width cannot be less than 1.5 meter and all this escape routes have to comply with Part S of the National Building Regulations for persons with disabilities.
 - 1.3.6.1. The width of an escape route to be provided in respect of any room, storey portion thereof cannot be less than given in table 10 for the population concerned
 - 1.3.6.2. A door frame, and door leaf when in the open position, shall not protrude into the width of the emergency route by more than 100 mm on either side.
 - 1.3.6.3. An escape route shall be provided, throughout its length, with a clear vertical headroom of 2 m and in any lobby, foyer or vestibule the minimum room height shall be not less than 2,4 m. (the maglocks need to position above the doorframe)

- 1.3.6.4. Maglocks need to be provided on both doors leafs if it is a double door.
- 1.3.6.5. The fire doors shall be equipped with approved automatic closing devices or be connected to a hold open device from a fire detection system.
- 1.3.6.6. The smoke and draft doors shall have to be equipped with approved automatic closing devices on all the floors.
- 1.3.6.7. Electronic locking devices at smoke and draft doors need to release on a signal from the fire detection system or an emergency break glass if fitted.
- 1.3.6.8. All electronic hold open devices or mug locks at smoke and draft or Fire doors need to release on a signal from the fire detection system.
- 1.3.6.9. The fire/smoke detection/alarm system, must be tested on a regularly basis as described by the installer (SANS codes) to ensure that they are in a working condition, confirm that the following links connected to the fire detection system are working.

That in the event of fire;

- 1.3.6.9.1. That all doors release that is connected to the hold-open devices,
- 1.3.6.9.2. That the override to the electronic locking devices on all doors released, (green break glass box or security system)
- 1.3.6.9.3. All the self-closing devices on the fire doors must be checked quarterly and serviced annually. These tests should be well documented and kept on record, this information needs to be available for inspection by the Fire Safety Officer.

1.4. Fire-stopping of inaccessible concealed spaces

- 1.4.1. Where there is an inaccessible concealed space with a maximum dimension of more than 5 m in any building, such space shall
- 1.4.2. be fire-stopped whether it contains combustible material or not,
- 1.4.3. where it is within any non-combustible building element, be fire-stopped not less than every 5 m measured horizontally or vertically, provided that this requirement shall not apply to then cavity of a masonry cavity wall, and
- 1.4.4. c) where it is within a combustible element, be fire-stopped not less than every 3 m measured in both directions.
- 1.4.5. The void under an access floor shall not be connected to any space in another division unless such connection is protected by a fire door, fire shutter or fire damper that has the same fire resistance as the division-separating element. Any void below a raised access floor shall be divided by fire stops into areas of not more than 500 m² or shall be protected by a fixed automatic firefighting system. Any such void used as an artificial ventilation plenum shall comply with the requirements of 4.43.5. SANS 10400-Part T.
- 1.4.6. NOTE an inaccessible concealed space could be any space in a building to which there is no ready access. It could, for instance, include the space above a false ceiling or under a false floor or that behind panelling fixed to a wall. Since, by definition, the space is

concealed, any fire starting in such space or reaching such space from elsewhere could spread rapidly without anyone being aware of it before it is fully developed. It is for this reason that it is important that fire stops should be provided at regular intervals in both the vertical and horizontal directions to prevent such spread.

1.5. Protection in service shafts

- 1.5.1. The walls of an internal service shaft shall have a fire resistance of not less than the requirements for structural stability given in table 5, subject to a maximum requirement of 120 min.
- 1.5.2. 4.40.2 SANS 10400-Part T. Where a vertical service shaft provided in a building is not separated from the floors it serves by a separating element, and such shaft does not contain any combustible material, it shall be fire-stopped at the level of every second storey above the bottom of such shaft. Such fire stop shall have a fire resistance of not less than the requirements for structural stability given in table 5, subject to a maximum requirement of 120 min.
- 1.5.3. Where such a shaft is so provided and it contains any combustible material, it shall be fire stopped at the level of every storey above the bottom of such shaft.
- 1.5.4. Where a vertical service shaft is used for ventilation or contains non-combustible plumbing or drainage services or is a non-combustible rubbish chute, no fire stop shall be required within such shaft, and the doors to such shafts shall be self-closing fire doors in accordance with the requirements of 4.10 SANS 10400-Part T.
- 1.5.5. 4.40.5 Where a service penetrates a separating element, such separating element shall be fire stopped with a suitable system of the same rating of the element it passes through. Such system shall have a test report prepared in accordance with the requirements of SANS 10177-2 and shall be installed in accordance with the provisions relating thereto.
- 1.5.6. NOTE The proposed system should have a technical report for the intended application, installation instructions and certification on completion.

1.6. Services in structural or separating elements

- 1.6.1. A service pipe, conduit, duct, sleeve, cable or other equipment recessed into any structural or separating element which is required to have a fire resistance, shall be set into such element in such a manner that such fire resistance is not reduced to below the required fire resistance.
- 1.6.2. 4.41.2 SANS 10400-Part T. A service that penetrates through any wall or floor where such wall or floor is required to have a fire resistance, shall be sealed in such a manner that fire shall not penetrate such wall or floor. Such fire stop shall have a fire resistance of not less than the requirements for structural stability given in table 5, subject to a maximum requirement of 120 min and shall be tested in accordance with SANS 10177-2.

2. Item 2.1: Fire retardant systems treatment to thatched roofs or lapa's.

- 2.1.1. Where the thatch need to be provided with a fire-retardant system with respective fire loads, which is tested in accordance with SANS 101-12, exposure test and comply with the requirements of SANS 10400 Part T 4.12.

3. **Item 3.1: Escape route doors and gates, exit hardware, self-closing devices and emergency evacuation plan.**

- 3.1. To be fully effective, escape routes protection envisaged in the deemed-to-satisfy requirements given in this part of SANS 10400.
- 3.2. This is particularly important in the case of escape routes which have to perform the dual function of protection during evacuation of the building and during subsequent fire-fighting operations. The essence of any escape route that requires the incorporation of emergency routes.
- 3.3. The design means of escape in this part of SANS 10400 is based on the presumption that, given adequate information, the users of multi-storey buildings could make their way out, independently and relatively quickly, using suitable stairs. The increase in accessibility to buildings for all persons, including persons with disabilities means that this presumption might not always be true. The increasing provision of lift access within comparatively low-rise buildings presents different challenges for the design and management of buildings. The principal means of escape from a multi-storey building includes protected horizontal routes and suitably designed escape stairs that the occupants can use independently. However, such routes might not be suitable for persons who have made their way, by passenger lift, to a storey above or below an entrance level but who are unable to use stairs to make their way out. In addition, traditional forms of instruction with respect to the use of escape routes might be difficult to comprehend by some persons. For such persons, alternative provisions, such as refuges, might be required. The purpose of a refuge is to provide a temporary place of safety for persons with disabilities to await assistance with evacuation from other building occupants. This procedure should be documented in the operational manual for the building in the case of any emergency.
- 3.4. Every locking device fitted to an access door or escape door in any escape route shall be of a suitable type approved by the local authority, provided that in any building where an electronic locking device is installed such locking device shall be of a failsafe design and be provided with a manual release device.
- 3.5. NOTE Locking devices that are unacceptable include keys in break glass boxes. Locking devices that are acceptable should be capable of being operated in a single movement without the use of a key. Where a manual release device is installed remote of the locking mechanism it shall be positioned within reach from the door.

4. **Item 4.1: The Servicing and replacement as and when required of the following marking and signposting of fire equipment and escape routes, .**

- 4.1. A building that has escape routes shall be clearly marked and signposted to indicate the direction to be travelled in the case of any emergency. Such signage may be of the internally or externally illuminated, or photo luminescent type and shall comply with the relevant requirements of SANS 1186-1, SANS 1186-3, SANS 1186-5 and SANS 1464-22.
- 4.2. 4.29.2 SANS 10400-Part T. Any marks or signs referred to in 4.29.1 shall comply with the requirements of SANS 10114-2 with regard to the maximum viewing distance of the sign in proportion to the vertical dimension of the sign.

- a. Signs shall be positioned in the most conspicuous position available, at the following recommended viewing distances: -
 - i. 190 x 190mm Format - maximum viewing distance 12 – 15m.
 - ii. 290 x 290mm Format - maximum viewing distance 15 – 30m.
 - iii. 440 x 440mm Format – maximum viewing distance 30 – 45m.
 - iv. Signs shall be positioned at a standardized height suited to local site conditions.
 - v. Signs shall not be positioned so as to create hazard or obstruction.
 - vi. In passages and walkways signs shall be placed at 90 degrees to the passage or walkway.
 - vii. Suspended signs shall be positioned at a minimum height of 2,1m clearance from the floor below and not within 500mm of any automatic fire sprinkler head.
 - viii. In large storage yards pole mounted signage shall be used to indicate the position of firefighting equipment which otherwise would be difficult to locate. Pole mounted signage shall be mounted on purpose made brackets of weather resistant/treated material. Care shall however be taken to prevent electrolytic corrosion caused by the penetration of moisture into joints between dissimilar metals.
 - ix. Signage shall be mounted at the head of any such pole at a standard height suited to the premises and shall be fully visible both from within the premises and as far as possible also from outside such a storage yard. External visibility is of assistance to any responding local fire authority.

- 4.2.1. SANS approved symbolic signs unit price for any of the following 290 mm signs and their installation and correct placing of safety signs.
- 4.2.2. FB 1, FB 2, FB3, FB 4, FB 5, FB 6, FB 7, FB 8, FB 9, FB 10 and FB 13. Photo luminescent type symbolic signs comply with the relevant requirements of SANS 1186, SANS 1464-22 and SANS 10114-2 as stipulated in SANS 10400 Section 4.29.
- 4.2.3. FB 1, FB 2, FB3, FB 4, FB 5, FB 6, FB 7, FB 8, FB 9, FB 10 and FB 13. Standard signs in accordance SANS 1186 plastics material. (ABS plastic).
- 4.2.4. FB 1, FB 2, FB3, FB 4, FB 5, FB 6, FB 7, FB 8, FB 9, FB 10 and FB 13. Standard signs in accordance SANS 1186, on chromo deck metal.
- 4.2.5. GA 2, GA 3, GA 4, GA 15, GA 17, GA 18, GA 22 and GA 26 standard signs in accordance SANS 1186 SANS, 1464-22 and SANS 10114-2 as stipulated in SANS 10400 Section 4.29. photo luminescent type.

- 4.2.6. GA 2, GA 3, GA 4, GA 15, GA 17, GA 18, GA 22 and GA 26 standard signs in accordance SANS 1186 plastic material (ABS plastic).
- 4.2.7. GA 2, GA 3, GA 4, GA 15, GA 17, GA 18, GA 22 and GA 26 standard signs in accordance SANS 1186 on chromo deck metal.
- 4.2.8. Allowed for any special signage as indicated in item 4 per quotation.
- 4.2.8.1. 290 x 290mm Format - maximum viewing distance 15 – 30m.
- 4.2.8.2. 440 x 440mm Format – maximum viewing distance 30 – 45m.

5. Item 5.1: Emergency powered system, lights system, control systems, lift, pumps, any system that incorporate emergency power.

- a. A building that has escape routes shall be clearly marked and signposted to indicate the direction to be travelled in the case of any emergency. Such signage may be of the internally or
- b. externally illuminated, or photo luminescent type and shall comply with the relevant requirements of SANS 1186-1, SANS 1186-3, SANS 1186-5 and SANS 1464-22.
- c. Any marks or signs referred to in 4.29.1 shall comply with the requirements of SANS 10114-2 with regard to the maximum viewing distance of the sign in proportion to the vertical dimension of the sign.

Regard to where they can be used logically. In any escape route, the "running man" sign is satisfactory when used on the walls of a corridor, but could be misleading when used on a surface at 90° to the escape route.

- d. Where for information purposes it is essential to use it in this way, such sign should be closely followed by confirmatory signs placed on the walls in the direction of travel, in positions where they can be easily seen in conjunction with the original sign. In the opposite case, where it is desired to indicate a change in the direction of travel, the sign should be placed across rather than along the direction of travel.
- e. Where such a sign is used to indicate the access door to an emergency route, the confirmatory signs should take the form of two of the "running man" symbols facing each other and placed on either side of the access door. (See also SANS 10114-2.)
- f. Since emergency escape route signs are usually located high up against walls or hang from ceilings additional care should be taken with their placement to ensure they are visually apparent to persons with visual impairments.
- g. Evacuation of persons with visual impairments from buildings should therefore be included in the health and safety procedures and in regular evacuation exercises.
- h. Any escape routes shall be provided with artificial lighting and, at any time when the building containing such route is occupied, there shall be a minimum average illuminance of 50 lux on a horizontal plane 100 mm above the floor. Such lighting

shall also be provided above the exit door where such door is at the discharge of an emergency stairway or leads to stairs outside the building.

- i. In any building that has emergency routes, a number of emergency light sources shall be installed along the escape routes to the point of discharge of such escape route into a street or public place. The light sources shall be connected to an emergency power supply that is,
 - a. independent of the mains supply, and
 - b. capable, in the event of any failure of the lighting specified in 4.30.1, of providing power supply to such emergency light sources for not less than the periods given in table 5.
- j. Emergency light sources, the minimum emergency lighting levels on the escape routes and the emergency lighting design shall comply with the relevant requirements of SANS 10114-2 and SANS 1464-22.
- k. Where natural lighting does not illuminate an emergency sign sufficiently, adequate artificial lighting shall be provided to ensure that when any building is occupied any emergency sign shall be illuminated to an intensity of not less than 50lux.
- l. In any building normally occupied and having provided with emergency lights, escape route signage shall in the event of the failure of the normal mains supply be so illuminated for not less than 120 minutes.
- m. The emergency power supply to the lighting of the escape route signage shall be protected against the effects of fire for a period of not less than 120 minutes.
- n. Emergency powered system, lights system, control systems, lift, pumps, any system that incorporate emergency power to be maintain, service and checked and tested.

6. Item 6.1: Fire / smoke detection/ alarm and evacuation communication system.

- 6.1.1. Any fire / smoke detection / alarm and activated visual and audible alarm system that is designed, installed and maintained by competent persons in accordance with SANS 10139.
- 6.1.2. The Servicing and replacement as and when required of the following: Fire / Smoke Detection / Alarm and Evacuation Communication System.
- 6.2.2. Fireman's lifts, lift operation during a fire condition, emergency power and communication system.
- 6.2.3. Voice alarm systems shall be designed, installed and maintained by a competent person(s) in accordance with SANS 7240-16, SANS 7240-19 and SANS 7240-24.
- 6.2.4. Fire detection may be required for the operation of smoke ventilation, sprinkler systems, lifts for example.

7. Item 7.1: Fire equipment fire extinguishers, fire hoses reels, fire hydrants, fire hydrant boosters, as listed to provide an average total of equipment.

- 7.1.1. Twenty-two (22) 2.5kg dry chemical powder type fire extinguishers.
- 7.1.2. Five hundred (500) 4.5 kg dry chemical powder type fire extinguishers.
- 7.1.3. Seven hundred and fifty-eight (758) 9 kg dry chemical powder type fire extinguishers.
- 7.1.4. Fourteen (14) 2 kg CO₂ type fire extinguishers
- 7.1.5. Two hundred and twenty-five (225) 5 kg CO₂ type fire extinguishers.
- 7.1.6. Four hundred and twenty-six (426) 30-meter fire hoses reels
- 7.1.7. Two hundred and ten (210) 65mm fire hydrants.
- 7.1.8. Sixteen (16) fire hydrant boosters.
- 7.1.9. Nine (9) 100 mm Hi volume fire hydrants.
- 7.1.10. Eight (8) 100 mm tamper proof storz fire hydrant.

7.2. **Item 7.2: Unit prices to replace discontinued or to order new fire extinguishers as and when required, fire hose reels and fire hydrants, manufactured to SANS specifications, with SANS approved symbolic signs, it is required that a unit price be given for the 3 years on the following, that allowed for pre-approval before any installation or replacement is done by the project leader.**

- 7.2.1. 5 kg CO₂ type fire extinguisher.
- 7.2.2. 4.5 kg dry chemical powder type fire extinguisher.
- 7.2.3. 9 kg dry chemical powder type fire extinguisher.
- 7.2.4. 30-meters fire hose reel completed with nozzle and C.P. valve.
- 7.2.5. 30-meter fire hose
- 7.2.6. 65mm fire hydrant, (description: 80mm x 65mm Right angel tamperproof hydrant with single lug instantaneous outlet type woodlands)
- 7.2.7. 65mm fire hydrant, (description: 80mm x 65mm Right angel hand wheel hydrant with single lug instantaneous outlet type woodlands)
- 7.2.8. 65mm brass booster connector with connecting chain and cap.
- 7.2.9. Fire Document holder and correct installation there off.

7.2.10. Hand held emergency alarm complete with the correct installation there off.

7.3. **Item 7.3:Note the following.**

7.3.1. The administrator's record has to be completed and must be submitted with the invoice;

7.3.2. The signature of the official of the premises responsible.

7.3.3. The signature of the official of the fire department responsible.

7.3.4. The signature of the person of the service Company responsible.

7.3.5. The quotation must include in general the following:

7.3.5.1. Dry chemical powder for servicing.

7.3.5.2. CO².

7.3.5.3. There also need to be catering for refill of ± 10% fire extinguishers that have been empty on premises.

7.3.5.4. Any small parts that may be required for all of the above types of fire extinguishers, fire hose reels and fire hydrants. (Seals, Fire extinguishers hose or nozzle, fire hose reel nozzles, packing, fire hydrant seals and lugs, etc.)

7.3.5.5. Pressure test on fire extinguishers be done as required.

7.3.5.6. Installation of fire extinguisher bracket if needed.

7.3.6. The following additional required is applicable with the servicing of the fire hydrants.

7.3.6.1. The fire hydrants need to be able to open completely and close completely without any difficulty.

7.3.6.2. Insure that all the 65mm female instant hydrant outlets are equipped with a lug and catch to be fully operational.

7.3.6.3. All lip seals need check and replace if necessary.

7.3.6.4. The patented inlet seats need to be inspected and replaced if necessary

7.3.6.5. Ensure that all hydrants are provided with Lip seal rubber washers.

- 7.3.6.6. That all valves that is underground be open and be secured in a manhole that is excisable at all times.
- 7.3.6.7. All end caps on the 100mm Hi Efficiency hydrant needs to be service.
- 7.3.6.8. After the servicing the fire hydrants need to be tested.
- 7.3.6.9. This test can only be done after the hydrants have been service and all arrangements has been made with the responsible person of the building to assist if any defects occur during the tests. (The following can go wrong with the test; water spilled in the building or a water pipe that burst or the hydrant spindle can break or the hydrant valve is not closing properly.)
- 7.3.7. A list will be provided for the premises that's fire equipment needs to be marked by the appointed Service provider with the reference number provided, at the position of the equipment and on the equipment. (The type of marking must be submitted for approval by the Chief Fire Officer.)
- 7.3.8. Vat and travelling allowance in the jurisdictions of Polokwane Municipality must be included. (e.g, Polokwane CBD, Moletjie, Matlala, Dikgale, Mankweng area, Seshego, Molepo and Chuene –Maja area. The total of Council buildings is ±135).
- 7.3.9. The appointed service provider must collect and return all firefighting equipment to the **same positions**.
- 7.3.10. Different grades and types of powders must not be mixed.
- 7.3.11. If any fire extinguishers have to be removed from the site, it cannot be more than 25 % or alternative temporary fire extinguishers must be provided
- 7.3.12. Maintenances must be followed according to the manufactures (SANS 1475), (SANS 810)/ (SANS 1910)
- 7.3.13. That all information with regard to the replacement or discontinued fire equipment needs to be submitted per equipment and their position.
- 7.3.14. The staff working needs to wear their SAQCC ID cards.
- 7.3.15. All staff needs to wear their required personal protective clovers at all time as specified in the Occupational Health and Safety Act, 1993.

7.4. **GENERAL**

It is expected that all fire equipment as listed will have to be service within Council premises according the standards indicated in items 7 above and following the requirements in item 7.3.

8. **Item 8.1: Fire water reticulation system, supply, none return reflex valves, water storage tanks, diesel driven fire pumps, electrical driven fire pump, electrical driven jockey pump, pressure gauges and system, water pipes and in clouding accessories for pipes (valves bends, joint for example).**
 - 8.2. Installations, which convey water solely for fire-fighting purposes, shall be in accordance with SANS 10400-W.
 - 8.3. Any hose reel installed in such building shall comply with the requirements in SANS 543, shall be installed in accordance with SANS 10105-2 and SANS 10400-W.
 - 8.4. This requirement applies to the physical reach by the hose and nozzle end, not the extent of the arc of water discharging from the hose end under pressure. The physical reach of the hose being measured in the same manner as required for travel distances, not a hypothetical arc inscribed over a layout plan of the building. Cognisance should be taken of that the allowable length of a hose should not be less than 28 m before being replaced (Refer to SANS 1475-2).
 - 8.5. Hydrant shall comply with the requirements of SANS 1128-1, and be installed in accordance with SANS 10105-2, and maintained in accordance with SANS 1475-2.
9. **Item 9.1: Automatic sprinkler and suppression systems and none return reflex valves, water storage tanks, diesel driven fire pumps, electrical driven fire pump, electrical driven jockey pump, pressure gauges and system, water pipes and in clouding accessories for pipes (valves bends, joint for example)**
 - 9.1. A fixed automatic fire-fighting system that is designed, installed and maintained in accordance with SANS 306-4, SANS 10287, or SANS 14520-1,
 - 9.2. NOTE Cognisance should be taken with regard to the interaction of different systems, e.g. smoke control, artificial ventilation, air-conditioning and detection systems.
10. **Item 10.1: Smoke control system, smoke control dampers, power mechanical smoke extraction ventilation fans, fusible link slope and ridge mounted ventilation system, electromechanically smoke ventilation systems, lover blade slope and vertical smoke ventilation systems**
11. **Item 11.1: Provide standby services during events to provide for the management and regulation of sport and recreational events within the area of jurisdiction of the City of Polokwane, by establishing processes, principles, and certification in relation thereto and effect the implementation of the Safety at Sports and Recreational Events Act 2010 (Act 2 of 2010) (SASREA); and to provide for matters incidental thereto.**

SCHEDULE OF PRICES**Item 1:**

1.1. For any material replacement or special plant equipment the pricing schedule for the maintenance, repair or replacement have to be provided on a quotation for the approval before commencement.

Item 2:

2.1. For any material replacement or special plant equipment the pricing schedule for the maintenance, repair or replacement have to be provided on a quotation for the approval before commencement.

Item 3:

3.1. For any material replacement or special plant equipment the pricing schedule for the maintenance, repair or replacement have to be provided on a quotation for the approval before commencement.

Item 4: The Servicing and replacement as and when required of the following marking and signposting of fire equipment and escape routes,

No	Equipment	Quantity	Unit Price	Total Price (Rates)
1	SANS approved symbolic signs unit price for any of the following 290 mm sign, there installation and correct placing of safety signs	1		
2	FB 1, FB 2, FB3, FB 4, FB 5, FB 6, FB 7, FB 8, FB 9, FB 10 and FB 13. Photo luminescent type symbolic signs comply with the relevant requirements of SANS 1186, SANS 1464-22 and SANS 10114-2 as stipulated in SANS 10400 Section 4.29.	1		
3	FB 1, FB 2, FB3, FB 4, FB 5, FB 6, FB 7, FB 8, FB 9, FB 10 and FB 13. Standard signs in accordance SANS 1186 plastics material. (ABS plastic)	1		
4	FB 1, FB 2, FB3, FB 4, FB 5, FB 6, FB 7, FB 8, FB 9, FB 10 and FB 13. Standard signs in accordance SANS 1186, on chromo deck metal	1		
5	GA 2, GA 3, GA 4, GA 15, GA 17, GA 18, GA 22 and GA 26 standard signs in accordance SANS 1186 SANS, 1464-22 and SANS 10114-2 as stipulated in SANS 10400 Section 4.29.photo luminescent type	1		
6	GA 2, GA 3, GA 4, GA 15, GA 17, GA 18, GA 22 and GA 26 standard signs	1		

	in accordance SANS 1186 plastic material (ABS plastic)			
7	GA 2, GA 3, GA 4, GA 15, GA 17, GA 18, GA 22 and GA 26 standard signs in accordance SANS 1186 on chromo deck metal	1		
	Sub Total			
	Vat			
	Total			

Item 5:

5.1. For any material replacement or special plant equipment the pricing schedule for the maintenance, repair or replacement have to be provided on a quotation for the approval before commencement.

Item 6: The Servicing and replacement as and when required of the following: Fire / Smoke Detection / Alarm and Evacuation Communication System

6.1 For any material replacement or special plant equipment the pricing schedule for the maintenance, repair or replacement have to be provided on a quotation for the approval before commencement.

Item 7.1: The Servicing as and when required of the following fire equipment fire extinguishers, fire hoses reels, fire hydrants, fire hydrant boosters, items as listed.

No	Equipment	Quantity	Unit Price	Year 1
				Total Price (Rates)
1	2.5kg dry chemical powder type fire extinguishers	1		
2	4.5 kg dry chemical powder type fire extinguishers	1		
3	9 kg dry chemical powder type fire extinguishers	1		
4	2 kg CO ₂ type fire extinguishers	1		
5	5 kg CO ₂ type fire extinguishers	1		
6	30 meter fire hoses reels	1		
7	65mm fire hydrants	1		
8	Fire hydrant boosters	1		
9	100 mm Hi vol fire hydrants	1		
10	100 mm tamper proof storz fire hydrant	1		
	Sub Total			
	Vat			
	Total			

Item 7.2: The replacement and installed as an when required and supply of the following fire equipment fire extinguishers, fire hoses reels, fire hydrants, fire hydrant boosters, symbolic sings items as listed.

REPLACEMENT ITEMS				
No	Equipment	Quantity	Unit Price	Total Price (Rates)
1	5 kg CO ₂ type fire extinguisher	1		
2	4.5 kg dry chemical powder type fire extinguisher	1		
3	9 kg dry chemical powder type fire extinguisher	1		
4	30-meters fire hose reel completed with nozzle and C.P. valve	1		
5	30 meter fire hose	1		
6	65mm fire hydrant, (description: 80mm x 65mm Right angel tamperproof hydrant with single lug instantaneous outlet type woodlands)	1		
7	65mm fire hydrant, (description: 80mm x 65mm Right angel hand wheel hydrant with single lug instantaneous outlet type woodlands)	1		
8	2500kpa pressure gauge on a booster	1		
9	65mm brass booster connector with connecting chain and cap	1		
10	Fire Document holder and correct installation there off.	1		
11	Hand held emergency alarm complete with the correct installation there off.	1		
Sub-Total				
Vat				
Total Amount				

PRICE SUMMARY

ITEM	TOTAL PRICE (VAT INCLUSIVE)
ITEM 4	R
ITEM 7.1	R
ITEM 7.2	R
Sub-Total	R
Vat	R
Total Amount	R

Item 8: Fire water reticulation system, supply, none return reflex valves, water storage tanks, diesel driven fire pumps, electrical driven fire pump, electrical driven jockey pump, pressure gauges and system, water pipes and in clouding accessories for pipes (valves bends, joint for example).

For any material replacement or special plant equipment the pricing schedule for the maintenance, repair or replacement have to be provided on a quotation for the approval before commencement.

Item 9: Automatic sprinkler and suppression systems and none return reflex valves, water storage tanks, diesel driven fire pumps, electrical driven fire pump, electrical driven jockey pump, pressure gauges and system, water pipes and in clouding accessories for pipes (valves bends, joint for example)

For any material replacement or special plant equipment the pricing schedule for the maintenance, repair or replacement have to be provided on a quotation for the approval before commencement.

Maintenance of the sprinkler system must be in accordance with SANS 10287

9.1. Stock or replacement parts

9.1.1. With the inspection check list a programmed work check list for the installation need to be kept.

9.1.2. Daily routine inspections need to be done

9.1.3. Weekly routine inspections need to be done

9.1.4. With regards to the service and maintenance schedule

9.1.4.1. Quarterly routine not exceeding 13 weeks

9.1.4.2. Half-yearly routine

9.1.4.3. Yearly routine

9.1.4.4. Three-yearly routine

9.1.4.5. Fifteen-year routine

9.1.4.6. The above mention routine inspection need to be done to ensure that the sprinkler system is in a working condition.

9.1.4.7. All maintenance and inspections needs to be well record by the appointed person responsible for the sprinkler system.

Item 10: Smoke control system, smoke control dampers, power mechanical smoke extraction ventilation fans, fusible link slope and ridge mounted ventilation system, electromechanically smoke ventilation systems, lover blade slope and vertical smoke ventilation systems

For any material replacement or special plant equipment the pricing schedule for the maintenance, repair or replacement have to be provided on a quotation for the approval before commencement.

All maintenance and inspections needs to be well record by the appointed person responsible for the smoke ventilation system.

Item 11: Provide standby services during events to provide for the management and regulation of sport and recreational events within the area of jurisdiction of the City of Polokwane, by establishing processes, principles, and certification in relation thereto and effect the implementation of the Safety at Sports and Recreational Events Act 2010 (Act 2 of 2010) (SASREA); and to provide for matters incidental thereto.

For any request to provide standby services during events scheduled on a quotation for the services have to be approved before commencement.

NB: at the anniversary of the contract, price increase will be in line with the consumer price index (CPIX)

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 applicable preference point system for this tender is the 80/20 preference point system.
- c) 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:

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	MEANS OF VERIFICATION DOCUMENTS REQUIRED	Number of points allocated (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	

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 proprietor
- 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. PM94/2020

The following evaluation process and criteria will be used to evaluate this bid:

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:

- Attach Full Central Supplier Database (CSD) report
- Attach company registration certificate
- All Pages of the bid document must be initialed and signed where required.
- Completed and signed declaration on past SCM practices form (**MBD8**)
- Completed and signed declaration of interest (**MBD4**)
- Signed J/V agreement submitted (Where applicable).
- Copy of municipal rates and taxes statement of account which is not older than three (3) months or signed valid leasing agreement for service providers who are renting or leasing offices or letter from Tribal Authority not older than three (03) months (**For company and all the directors**)
- Attached prove of **certify premises and qualified trained personal** in accordance the South African Qualification Certification Committee (SAQCC) for the fire industry for the servicing the following fire equipment fire extinguishers, fire hoses reels, fire hydrants, fire hydrant boosters, symbolic sings and Fire Suppression systems in accordance with the requirements in SANS 1910, SANS 10105-1, SANS 1475 and SANS 1186.
- Attached prove of **certify premises and qualified trained personal** in accordance the Automatic Sprinkler Inspection Bureau (ASIB) for the fire industry for the servicing the following Fire Sprinkler systems in accordance with the requirements in SANS 10287.
- Attached UIF letter of compliance to employers.
- Letter of Good Standing with the Work Mans Compensation Commissioner must be attached to this BID (COIDA)

PHASE 2. EVALUATION ON QUALITY/FUNCTIONALITY = 100

Bidder evaluation criteria for functionality	Weight	Description	Points allocations
Plant and Equipment LDV/Bakkie (Attach proof of ownership or hired)	10	<ul style="list-style-type: none"> • Owned LDV/Bakkie • Leased/Hired 	10 5
Previous experience of the company and number of projects completed (attach signed reference letter on the company letterhead)	40	<ul style="list-style-type: none"> • The bidder has the necessary experience to successfully execute the project (7+ projects) • The bidder has the necessary experience to successfully execute the project (5-6 projects) • The bidder has the necessary experience to successfully execute the project (3-4 projects) • The bidder has the necessary experience to successfully execute the project (1-2 projects) 	40 30 20 10
Profile of key staff (technician must registered with SAQCC and attach CV and certified copy of qualifications and ID)	30	<ul style="list-style-type: none"> • Technician must have registered with SAQCC and ASIB plus (5 + years) • Technician must have registered with SAQCC and ASIB plus ((3-4 years) • Technicians must have registered with SAQCC and ASIB (1-2 years) 	30 20 10
Financial standing / Ability to execute the project • Bidder's stamped bank(financial) rating letter (Attach bank rating letter)	20	Rating <ul style="list-style-type: none"> • A –B • C • D • E • F-H 	20 15 10 5 0
	100		TOTAL

The bidder must obtain a minimum score of 60% of points allocated for quality (functionality) to qualify for further evaluation on Price and Specific goals.

PHASE 3: PRICE AND SPECIFIC GOALS

THE EVALUATION WILL BE DONE USING 80/20-POINT SYSTEM, 80 FOR PRICE AND 20 FOR SPECIFIC GOALS

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

SPECIFIC GOALS	POINTS ALLOCATED	POINYS 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:

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

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

The specific goals are claimed as per below table for business 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)

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

3.8 Are you presently in the service of the state?

YES / NO

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;

- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

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

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....
.....

3.10 Do you have any relationship (family, friend, other) with persons
in the service of the state and who may be involved with
the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.
.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....

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

Signature

Date

Capacity

Name of Bidder

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

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

- 1 Are you by law required to prepare annual financial statements for auditing?
 - 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
.....
.....
- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
 - 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
 - 2.2 If yes, provide particulars.
.....
.....
.....
.....

* Delete if not applicable

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

YES / NO

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside

*YES / NO
the Republic, and, if so, what portion and whether any portion

of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{X}{Y} \right) \times 100$$

Where

- x imported content
- y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“Duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
--	-------------------------------------

_____ %

_____ %

_____ %

_____ %

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No.
ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the
following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

Signature

Date

Position

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per 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) 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

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$10 million.
or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. or
- (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers

A period of seven years has been identified as the time frame within which to discharge the obligation

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish

the **DTI with the following information:**

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedi.gov.za for further details about the programme.

4 PROCESSES TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
 - a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI; upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - e. the contractor will implement the business plans; and

f. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:
Name of bidder	
Postal address	
.....	
Signature	Name (in print)
Date	

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**

ANNEXURE "D"

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

Signature

Date