

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>ID-147757</b>	CLOSING DATE:	<b>10 OCTOBER 2022</b>	CLOSING TIME:	<b>11:00AM</b>
DESCRIPTION	<b>SERVICE, REPAIR AND MAINTENANCE OF FIRE FIGHTING EQUIPMENT FOR A PERIOD 12 MONTHS FOR GROUP 27: FONTANA, MURRAYHILL, DITHOLO, WALLMANSTHAL, CENTRE FOR ADVANCED TRAINING</b>				
BRIEFING	<b>N/A</b>				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS). BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**CNR NANA SITA & THABO SEHUME**

**AVN BUILDING**

**OR POSTED TO:**

**PRIVATE BAG X 229**

**PRETORIA 0001**

**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

TCS PIN:

**OR**

CSD No:

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)

Yes

No

B-BBEE STATUS LEVEL SWORN AFFIDAVIT

Yes

No

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

NAME:

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE ('ALL APPLICABLE TAXES)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	<b>PUBLIC WORKS</b>	CONTACT PERSON	<b>NDEMEDZO VELE</b>
CONTACT PERSON	<b>NKULULEKO CHAUKE</b>	TELEPHONE NUMBER	<b>012 310 5163</b>
TELEPHONE NUMBER	<b>012 492 3188</b>	FACSIMILE NUMBER	<b>N/A</b>
FACSIMILE NUMBER	<b>N/A</b>	E-MAIL ADDRESS	
E-MAIL ADDRESS	<b>NKULULEKO.CHAUKE@DPW.GOV.ZA</b>		<b>NDEMEDZO.VELE@DPW .GOV.ZA</b>

## PART B TERMS AND CONDITIONS FOR BIDDING

<p><b>1. BID SUBMISSION:</b></p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p> <p><b>2. TAX COMPLIANCE REQUIREMENTS</b></p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) 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.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
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**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- |  |  |
|--|--|
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?                       | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?      | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?           | <input type="checkbox"/> YES <input type="checkbox"/> NO |

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE 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. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.**

**IN THE CASE OF EXEMPTED MICRO ENTERPRISES (EME), A VALID CERTIFIED SWORN AFFIDAVIT MUST BE SUBMITTED WITH THE BID OFFER)**

**Note Well:**

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer**.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

<sup>1</sup> All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

## PA-03 (GS): NOTICE AND INVITATION FOR QUOTATION

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF *description of works*

Project description:	<b>SERVICE, REPAIR AND MAINTENANCE OF FIRE FIGHTING EQUIPMENT FOR A PERIOD 12 MONTHS FOR GROUP 27: FONTANA, MURRAYHILL, DITHOLO, WALLMANSTHAL, CENTRE FOR ADVANCED TRAINING</b>
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Quote no:	ID-147757	Closing date:	10/10/2022
Closing time:	11:00 AM	Validity period:	30 days

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Bidder's Past Supply Chain Management Practices.
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	Copy of joint venture agreement if bidder is a joint venture and / or consortium.
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD)
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement
<input type="checkbox"/>	Compliance to Local Production and Content requirements
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
<input checked="" type="checkbox"/>	Submission of sworn affidavit with original certification and signature or BBBEE certificate accredited by SANAS
<input checked="" type="checkbox"/>	Submission of fully completed and signed PA-32.

**Compliance with Pre-qualification criteria for Preferential Procurement (Tick where applicable)**

<input checked="" type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor; <input checked="" type="checkbox"/> Level 1 Or <input checked="" type="checkbox"/> Level 2
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**Points scoring system applicable for this bid:**

<input type="checkbox"/> 80/20 points scoring system
--

**Indicate the Price weighting applicable to this bid:**

	Weighting percentage (must add up to 100 %)
Price:	100% of 80 points
Total:	100%

**Preference Points awarded according to the B-BBEE Status Level of Contribution**

In terms of Regulation 6(2) and /or 7(2), of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- In the case of Exempted Micro Enterprises (EME) and Qualifying Small Business Enterprise (QSE) a valid Sworn Affidavit must be submitted with the bid offer
- bidders other than EME or QSE must submit an original or certified copy of the B-BBEE Status Level Verification Certificate in order to qualify for preference points for B-BBEE
- A tender must submit its proof of its B-BBEE status level of contributor
- A tender failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified
- A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the tender value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for; inless the intended subcontractor is an EME that has the capability to execute the subcontract.

**COLLECTION OF BID DOCUMENTS:**

All quotations must be completed on the official forms provided with this invitation and completed in ink, preferably black. Completed forms must be delivered to the Department of Public Works at the following address or faxed to the fax number below.

This quotation is subject to the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract. Attached Terms and Conditions should be signed and submitted with the official documents.

The taxes of the successful bidder must be in order, or satisfactory arrangements must be made with the Receiver of Revenue to meet the bidder's tax obligations. The attached (PA-07) form "Application for Tax Clearance Certificate", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes.

- Bid documents may be collected during working hours on *insert date* at the following address *insert physical address insert postal code*.
- Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- A non-refundable bid deposit of R \_\_\_\_\_ is payable, (Cash only) is required on collection of the bid documents.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

Notice and Invitation for Quotation: PA-03 (GS)

- A **select** pre-bid meeting with representatives of the Department of Public Works will take place at **insert address** on **dd/mm/yyyy** starting at **insert time**.

**ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:**

<b>DPW Project Leader:</b>	NKULULEKO CHAUKE	<b>Telephone no:</b>	012 492 3188
<b>Cell no:</b>	082 887 1277	<b>Fax no:</b>	
<b>E-mail:</b>	NKULULEKO.CHAUKE@DPW.GOV.ZA		

**DEPOSIT / RETURN OF BID DOCUMENTS:**

The closing time for receipt of bids is **insert time on insert date**.


Telegraphic, telephonic, telex, facsimile, electronic and / or late bids will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the bid advertisement.

All bids must be submitted on the official forms – (not to be re-typed)

<b>BID DOCUMENTS MAY BE POSTED TO:</b>  <b>THE DIRECTOR -GENERAL        NATIONAL DEPARTMENT OF PUBLIC WORKS        PRIVATE BAG X 229        PRETORIA        0001</b>  <b>ATTENTION:        PROCUREMENT SECTION: ROOM        GROUND FLOOR RECEPTION</b>	OR	<b>DEPOSITED IN THE TENDER BOX AT:</b>  <b>NO 251        AVN BUILDING        NANA SITA AND THABO SEHUME        GROUND FLOOR RECEPTION</b>
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**COMPILED BY:**

MR NKULULEKO CHAUKE		SCM PRACTITIONER	30/09/2022
Name of Project Leader	Signature	Capacity	Date

REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS  
AND INFRASTRUCTURE

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**ID: 147757**

**SERVICE, REPAIR AND MAINTENANCE OF FIRE  
FIGHTING EQUIPMENT FOR A PERIOD OF 12 MONTHS  
FOR GROUP 27.**

**FONTANA; MURRAYHILL; DITHOLO; WALLMANSTHAL;  
CENTRE FOR ADVANCED TRAINING;**



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## Acronyms & Abbreviations

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CO <sub>2</sub>	Carbon Dioxide
DCP	Dry Chemical Powder
EVC	Emergency Voice Communication
SANS	South African National Standards
SABS	South African Bureau of Standards
SAQCC	South African Qualification & Certification Committee
STP	Stored Pressure
DC	Direct Current
CSD	Central Supplier Database
COC	Certificate Of Compliance
ASIB	Automatic Sprinkler Inspection Bureau



### 1.1 General Requirements (see also SANS 10400-T and SANS 10400-W):

On instructions from The Department of Labour the SAQCC-Fire has regulated the fire industry by certifying the competence of fire technicians. The South African Qualification & Certification Committee (SAQCC) Fire is an industry-elected body established to ensure that individuals working within this sector of the fire industry have the appropriate competence through training, qualifications, and experience in compliance with:

- The specifications laid out in SANS 1475 for portable fire extinguishers,
- The requirements of SANS 14520 and/or SANS 306 where individuals and companies designing, installing, commissioning, and servicing gaseous fire extinguishing systems
- The specifications laid out in SANS 10287 for Automatic sprinkler systems for fire firefighting purposes,
- The specifications laid out in SANS 10139 for fire detection and alarm systems for buildings,
- The specifications laid out in SANS 1709 for water spray fixed systems for fire protection purposes.

Automatic pumps shall be driven direct, either by an electric motor or by a diesel engine, provided that where a single pump supplies the water to the sprinkler installation, the unit shall be diesel engine driven.

The Contractor shall start each diesel engine in the presence of the Inspector. The Contractor shall service and check the batteries with each service. Prices for servicing and inspection as stipulated and also as specified by SABS, labour, transport, consumables, minor and incidental repairs and all other overheads included.

All fire pump and sprinkler installations in buildings as stated in the list of installations in the Pretoria area form part of this contract and shall be serviced, maintained and repaired. The quantities in the list of installations are provisional and may change during the course of the contract and shall not alter the contractor's prices for servicing.

Therefore all service providers working with the Department of Public Works and Infrastructure (DPWI) on the abovementioned works, require valid and relevant registration with SAQCC fire before maintenance works of Fire protection equipment/systems belonging to the department.



## 1.1. Responsive Criteria

### RESPONSIVE CRITERIA REQUIRED IS TABULATED BELOW

**NB: FAILURE TO COMPLY WITH THE CRITERIA STATED HEREUNDER SHALL RESULT IN THE QOUTATION OFFER BEING DISQUALIFIED FOR FURTHER CONSIDERATION.**

DESCRIPTION	RESPONSIVE CRITERIA REQUIREMENT
CIDB CONTRACTOR GRADING DESIGNATION REQUIRED	GRADE 1SF or higher
QUALIFICATION REQUIRED	COMPANY/TECHNICIAN MUST BE REGISTERED WITH SAQCC FIRE. ATTACH CERTIFIED COPY OF THE SABS PERMIT CERTIFICATION FOR FIRE FIGHTING EQUIPMENT AS PER SANS. ATTACH CERTIFIED COPY OF THE CONTRACTOR SAQCC CARD OR CERTIFIED COPY OF ACCREDITED TECHNICIAN WITH SAQCC FIRE CARD & ID CERTIFIED COPIES OF TECHNICIANS
LABOUR COMPLIANCE	LETTER OF GOOD STANDING
VALUE FOR MONEY	ALL PRICES MUST BE MARKET RELATED. IN CASE OF PRICES WHICH ARE NOT MARKET RELATED THE DEPARTMENT RESERVES THE RIGHT TO ADJUST THE BILL OF QAUNTINTY PRICES OR TO DISQUALIFY THE BIDDER

## 2. Fire Extinguishers, Hose Reels and Hydrants

### 2.1. Fire Extinguishers:

- Extinguishers shall be maintained in a fully charged and operable condition, and shall be kept in their designated places at all times when they are not being used.
- Extinguishers shall be conspicuously located where they will be readily accessible and immediately available in the event of fire. They shall preferably be located along normal paths of travel, including exits from areas, and their positions shall be identified by means of signs complying with the provisions of SANS 1186-1.
- Extinguishers shall not be obscured from view, except where their positions are clearly marked, and they shall be kept in a readily accessible, unobstructed, and where necessary, demarcated position.
- When mounted or placed in their intended location, the operating instructions shall face outwards or towards the most likely direction of access.



- Wherever possible, extinguishers shall not be placed in dead-end areas (where access could present a risk to the potential operator), behind doors, in cupboards (except purpose-made cabinets or cupboards) or in deep recesses, or in positions where they might cause obstruction to exit routes or be damaged by trolleys or other vehicles. Extinguishers shall not be placed over or close to heating appliances.

## 2.2. Hose Reels & Hydrants:

- Fire hose reels and hydrants for installation shall comply with the requirements of SANS 543 and SANS 1128-1.
- Fire hose reels and hydrants shall be conspicuously located where they will be readily accessible and immediately available in the event of fire. They shall preferably be located along normal paths of travel, including near exits from areas, but in such a way that they shall not cause obstruction. Their positions shall be identified by means of signs complying with the provisions of SANS 1186-1.
- Fire hose reels and hydrants shall not be obscured from view, except where their positions are clearly marked.
- The responsible person shall ensure that the hose reels and hydrants are used only for purposes that they are intended for.
- Wherever possible fire hose reels shall be installed so that the center point of the hose reel drum is not lower than 1, 5 m from the floor and not higher than 1, 7 m from the floor. Where this is not possible, hose reels shall be installed at a height that allows for easy access and operation during maintenance or in the event of a fire.
- A hose reel shall be installed with the inlet stop valve as close as possible to the hose reel in a position that allows for easy access and operation during maintenance or in the event of a fire. A union shall be positioned between the hose reel and the inlet stop valve to allow for easy removal and replacement of the hose reel when necessary.

## 2.3. Service instructions (Guideline of procedure to be followed):

All firefighting equipment must be serviced in accordance with the SABS code of practice as indicated below. Tenderers must allow for servicing of all equipment, although there is faulty, redundant or vandalized equipment on site.

- Any Portable fire extinguisher shall comply with requirements in SANS 1475-1 and SANS 10105-1, and any mobile fire extinguishers shall comply with the requirements of SANS 11601 and capacities prescribed in SANS 1151 or SANS 1910.
- Any Fire Hydrant shall comply with the requirements of SANS 1128-1 and SANS 1128-2.
- Any hose reel installed in such a building shall comply with the requirements in SANS 543, shall be installed in accordance with SANS 10105-1 and SANS 10400-W and shall be maintained in accordance with the requirements in SANS 1475-2.
- Such fire equipment shall bear a certification mark from an accredited certification body.



No service or repair invoice will be processed for payment unless a service record sheet, pressure test certificate (where applicable), and job card form is fully completed and stamped by the user Department.

#### 2.3.1. Servicing of CO<sub>2</sub> Extinguishers:

- Check date of last pressure test, if period exceeded notify the Department in writing.
- Check extinguisher for rust, dents or other visible damage.
- Remove discharge hose and horn assembly, check for blockages.
- Check operation of head assembly.
- Weigh extinguisher (If underweight – Refill).
- Refit discharge hose and horn assembly.
- Seal extinguisher and make ready for use.
- Wipe extinguisher and affix signed and dated service label and lead seal.

#### **NB: Recharge and Hydro-test all CO<sub>2</sub> extinguishers (If period is exceeded).**

##### 2.3.2. Servicing of Stored-Pressure Dry Powder extinguisher:

Depressurized extinguisher. Open the extinguisher and pour the powder into a clean receptacle.

Remove the discharge hose (if fitted) from the discharge hose adapter. Using dry compressed air (or dry gas); remove all traces of powder from the inside and the outside of the container, discharge hose, nozzle, control valve assembly, filler cap and actuating mechanism.

- Sift the powder through a sift of nominal aperture size 2.0mm and examine the powder. Unless it is free from lumps, caking and foreign matter, discard the powder and replace it with a new charge in accordance with the manufacturer's recommendations.
- Refit the discharged hose.
- Before fitting the filler cap, examine and if necessary, replace the sealing washer or "O" – ring, as relevant.
- Pressurize the extinguisher to the correct working pressure, using either dry nitrogen or dry co<sup>2</sup>, as recommended by the manufacturer.
- Note whether the pressure – gauge reading corresponds to the working pressure and if it does not, replace the gauge and re-pressurize the extinguisher. Check the operation and calibration of the pressure gauge.
- Carry out a leakage test.
- Seal unit.
- Clean extinguisher and put a service label on with name and date.

##### 2.3.3. Servicing of Hydrant:

- Open hydrant and allow water pressure to be released.
- Check main washer sealing at normal hand tension.
- Check gland for leaks.



- Check that the hose clip is in correct working order.
- Check condition of lip washer.
- Affix signed service label.

#### 2.3.4. Servicing of Hose Reels:

- Check the hose reel mounting bolts for corrosion and physical damage, check whether the frame is mounted in a secure manner and whether the reel operates freely.
- Unwind reel completely and check condition of hose and physical damage.
- Check waterway and the waterway components for corrosion.
- Check operation of hose nozzle.
- Check condition of hose reel frame.
- Close hose nozzle and switch on water supply at stopcock and check whether the hose is in an acceptable condition and is fitted in an acceptable manner and whether it can with stand the pressure in the supply main.
- While hose is under pressure, check for leaks especially at gland.
- Ensure that waterway of the hose reel and the hose reel hose can with stand a test pressure of 2 000kpa for 3 minutes.
- Close stopcock, empty hose and rewind onto reel and ensure all operating parts operate with ease.
- Check operation of draw-off shackle and general condition of pipe work.
- Wipe hose reel and affix signed and dated service label.
- Affix anti tamper seal next to waterway with date on.

#### 2.3.5. Maintenance:

- A combination of prescribed actions and measures that are taken by a competent person (see SANS 1475-1), intended to retain a fire extinguisher in, or restore it to, a state in which it can perform a required function.
- A combination of prescribed actions and measures that are taken by a competent person (see SANS 1475-2), intended to retain a fire hose reel or hydrant in, or restore it to, a state in which it can perform a required function.

### 3. Automatic Sprinkler Systems for Fire Fighting Purposes

#### 3.1. Diesel Fire Engines

- 3.1.1. A diesel engine shall be capable of operating continuously on full load at the site elevation for 6 h with a rated output in accordance with BS 5514-3 and at least that specified in 5.5.1.2.(SANS 10287).
- 3.1.2. The engine shall:
- 3.1.3. Be of the compression ignition mechanical injection type that starts without the use of wicks, cartridges, heater plugs or ether, at an engine-room temperature of 4 °C,
- 3.1.4. Accept full load within 15 s from initiation of the start signal,





- 3.1.5. Be naturally aspirated, super charged or turbo-charged, and
  - 3.1.6. Be either air-cooled or water-cooled.
  - 3.1.7. Have a governor to control the engine speed to within 4,5 % of the rated speed under any load condition and up to the full load rating,
  - 3.1.8. Be fitted with a device to measure running time, a tachometer, and a temperature gauge to indicate normal operating temperature,
  - 3.1.9. Have a manually operated shutdown mechanism, and
  - 3.1.10. run at or below the following maximum speeds:
    - 3.1.10.1. Two-cylinder or three-cylinder engine: 2 600 r/min;
    - 3.1.10.2. Four-cylinder naturally aspirated engine: 2 400 r/min;
    - 3.1.10.3. Four cylinder turbo-charged engine: 2 200 r/min;
    - 3.1.10.4. Six-cylinder naturally aspirated engine: 2 400 r/min;
    - 3.1.10.5. Six-cylinder turbo-charged engine: 2 200 r/min; and
    - 3.1.10.6. Any eight-cylinder engine: 1 800 r/min.
  - 3.1.11. Any manual device that is fitted to the engine and that could prevent the engine from starting shall return automatically to the normal position after it has been manually applied.
- Should replacement of diesel engines be necessary sufficient motivation should be provided along with the necessary documentation for approval by the relevant DPWI Official. The quote for replacement should include travel costs and commissioning of the unit.

### 3.2. Fire Pump House/room

- 3.2. Refer to SANS 10287: The guarantee will encompass servicing and maintenance of pump houses according to the latest SABS/SANS specifications.

### 3.3. Electric Motors

- 3.3.1. Electric motors shall:

- Be of squirrel-cage rotor design,
- Be continuously maximum rated in accordance with BS 5000-99, as in A1, wound class E insulation, and have a temperature rise not exceeding 75 °C above a maximum ambient temperature of 40 °C, when measured by the resistance method given in BS 5000-99,
- Conform to the dimensions given in SABS 1804-2, and
- Have three-phase windings suitable for a 50 Hz electrical supply.

- 3.3.2. The motor shall be accommodated in a totally enclosed fan-cooled enclosure.
- 3.3.3. Methods used for the cooling of electric motors shall comply with the requirements of SABS 1804-2.
- 3.3.4. Motors of power exceeding 3 kW shall have the ends of each winding brought out to six terminals in the terminal box, in accordance with SABS 1804-2, so that the motor can be star/delta started if desired. Motors of power less than 3 kW shall have the ends of three windings brought out to three terminals.
- 3.3.5. Starting of electric motors = SABS 1222.

Should replacement of electric motor be necessary, sufficient motivation should be provided along with the necessary documentation for approval by the relevant DPWI Official.

### LOAD CURRENT MEASUREMENT AND EARTH CONTINUITY:



- This work will be done according to the rules as laid down in the Machinery and Occupational Safety Act.
  - Compare measured full load current with the nameplate value.
  - Measure earth continuity: A500 Volt merger must be used for this test and results recorded on the service sheet.
  - Batch certificates must be forwarded to the Department, attached to the relevant invoice.
- Removal of electric motors for testing shall comply with the guidelines.

### 3.4. Electrical Installation & Repeater Panels

- 3.4.1. Separately switched power sub circuits shall be used to supply power:
- For alarm devices connected to pump(s) and for any mains failure alarm system, and
  - For any pump that would be the first to come into operation because of a drop in the sprinkler installation pressure and any mains-powered low water pressure alarm system.
  - The indicating equipment shall be mains-powered by an uninterruptible power system that complies with the requirements of SABS 1474.
- 3.4.2. Power supplies:
- Control and monitoring panels shall be designed for an electrical fault level of 31 mVA at 400 V, three-phase 50 Hz
  - In the case of diesel engine drive controllers, the following shall apply:
    - All DC electrical components shall be capable of functioning effectively at the reduced voltage levels that occur during engine cranking; and
    - Relays shall not chatter on drop-out and solid state circuits shall not "switch" under reduced voltage conditions.
  - The battery power supply for indicator panels or alarm systems shall not be supplied from the batteries provided to start the diesel engine(s).
- 3.4.3. Annunciator/repeater panels, indicator panels and associated components
- Annunciator/repeater panels and indicator panels shall be suitable for sprinkler use and shall be completely assembled, wired and tested by their manufacturers before being despatched from the factory.
  - Each component of an annunciator/repeater panel or an indicator panel shall be clearly marked, in a position that will be permanently visible after installation, to indicate the identifying letter or number given to it in the wiring diagram.
  - Labels for fuses shall indicate the function and the fuse rating.
- 3.4.4. Signalling devices
- Audible and visual signalling devices, such as sirens, bells, hooters, beacons and lamps, shall be suitable for sprinkler use.
  - The signalling devices shall be suitable for operation from the battery that powers the annunciator/repeater panels.
  - The audible range of audible signalling devices shall be adequate for the distance to be covered and for the noise environment of the location.
  - Any device fitted to the installation with the purpose of reducing the frequency of false or intermittent alarms shall be suitable for sprinkler use.
- 3.4.5. Linking to general alarm systems



- If a sprinkler installation has a device or devices that will automatically operate electric-powered audible alarms for the purpose of communicating a general alert or the evacuation of the building, the device(s), the alarm, the linking control and the indicating equipment shall comply with the requirements of SABS 0400 and SABS 0139.

### 3.5. SERVICING OF ELECTRICAL COMPONENTS & PANELS.

Should replacement of electrical components be necessary, sufficient motivation should be provided along with the necessary documentation for approval by the relevant DPWI Official.

#### 3.5.1. Electrical components Inspection

This work will be done according to the rules as laid down in the Machinery and Occupational Safety Act.

- Check if the "FIRE ALARMS" and "PUMP RUNNING" alarms are registered at the control panel.
- Test the trunk main jockey pump by lowering the pressure on the pressure switch. Check if the "CUT IN" pressure is above the "CUT IN" pressure of the main pumps.
- Repeat the above test on the electric and diesel pumps.
- The electric pump must be isolated to test the diesel pump.
- Engage engine stop valve and isolate the electric pump. Lower the pressure to start the engine.
- The engine must crank for 15 seconds and dwell for a period of not more than 6 seconds.
- The above cycle must repeat automatically for 6 seconds. If the engine has not started after the pre-set number of seconds, the cranking must stop and the "PUMP FAIL" indicator and alarm must be initiated.
- Remove all dust and carbon from the panels.
- Check is all indicators lamps and sirens are in a working condition.
- Check if the phase failure indicators operate according to specifications. Isolate the panel and remove on fuse from the motor supply line. Restore the power and ensure that the power lamp does not illuminate and the pump does not start. Isolate the panel, replace the fuse and restore the power.
- Check if repeater panels receive the same signals from the main panel.

Check repeater panel lamps and switches for correct operation.

### 3.6. Pump sets

- 3.6.1. The performance characteristics of pump sets shall be such that the pressure drops progressively with the rate of demand, so that while being capable of providing the rate of flow and pressure required at the highest and most remote parts of the sprinkler installation, the output will be such as to provide for the excessive rate of discharge at the lowest level in the areas closest to the installation valves.
- 3.6.2. A duplicate pressure switch and starter device shall be provided for diesel engine-driven pumps.



- 3.6.3. The closed outlet valve pressure (under installed conditions) of a suction pump with the water supply at normal maximum level shall not exceed 1 000 kPa except in the case of high-rise installations.
- 3.6.4. In selecting pump characteristics, allowance shall be made for the following:
- 3.6.5. An increase in pressure at zero flow due to an increase in the shaft speed of the prime mover; and
- 3.6.6. An increase or a decrease in pressure due to variations in the water supply level at the pump suction flange.

### **Jockey pumps**

The jockey pump shall:

- Be of capacity not exceeding 40 l/min,
- Have a discharge pressure and flow that are sufficient to maintain the desired pressure in the sprinkler installation pressure, and
- Have steep head capacity characteristics to prevent excessive flow when pumping within the pressure operating range.
- The jockey pump shall start automatically when the pressure in the sprinkler installation has dropped to not less than 85 % of the normal pressure in the installation and shall shut off automatically when the sprinkler installation pressure has reached either the jockey pump churning pressure, or 1 000 kPa, whichever is lower.

### **PUMP INSPECTION:**

This work will be done according to the rules as laid down in the Machinery and Occupational Safety Act.

- Check if pumps are generating the correct pressure.
- Check if there is a steady drip of water from the glands and adjust.
- Check if the gland bowl drains are clear of obstructions.
- Check for any corrosion, remove and repaint corroded parts.
- Check if the "FIRE ALARM" and "PUMP RUNNING" alarms are registered at the control panels.
- Ensure that the trunk main pressure is as required to allow controls to reset.

### **Booster pumps:**

- Start the booster pumps.
- Check if there is a steady drip of water from the glands, and adjust.
- Check for any corrosion, remove and repaint corroded parts.
- Batch certificates must be forwarded to the Department, attached to the relevant invoice.
- Removal of diesel engines for testing shall comply with the guidelines.



Should replacement of pumps be necessary sufficient motivation should be provided along with the necessary documentation for approval by the relevant DPWI Official.

### 3.7. Sprinklers

#### 3.7.1. Sprinkler pipework

- Steel pipes that comply with the requirements of SANS 62-1 or SANS 62-2 (subject to a minimum wall thickness of 3,25 mm), provided that:
  - i. They are at least equivalent to medium grade steel tube, or
  - ii. when downstream of the installation control valve, they are at least equivalent to medium grade black steel tube;
- Fabricated flanged steel pipes and fittings used upstream of the alarm valve above ground and that comply with the requirements of SABS 1476;
- Shouldered-end pipes, fittings and couplings that comply with the requirements of SABS 815;
- Black polyethylene pipes installed below ground and that comply with the requirements of SABS 533-1 or SABS 533-2 (or both);
- Malleable cast iron pipe fittings that comply with the requirements of SABS 509;
- Cast iron fittings for fibre-cement pressure pipes that comply with the requirements of SABS 546;
- Cast iron fittings and couplings for shouldered-end pipes that comply with the requirements of SABS 815
- Fibre-cement pressure pipes that comply with the requirements of SABS 1223;
- Polypropylene pressure pipes and fittings installed below ground and that comply with the requirements of SABS 1315; pressurised concrete pressure pipes that comply with the requirements of SABS 975;

**Note: All flanges and bolts shall be suitable for fire sprinkler use.**

### 3.8. Batteries & Chargers

#### 3.8.1. Batteries

- Batteries shall be suitable maintenance-free lead-calcium batteries.
- Batteries not used for the automatic starting of diesel engine-driven pumps, when fully charged and disconnected from the charger, shall be of sufficient capacity to monitor all specified circuits for at least 48 h, followed by 1 h in fully operational alarm condition.
- Any battery used for an automatic power failure alarm shall not be used for the automatic starting of a diesel engine-driven pump or for any purpose other than protection against fire.
- The battery shall accommodate the method of charging, have an expected life of approximately four years but at least three years, and be capable of providing 3 min of continuous cranking, or 12 cycles of cranking of a cold engine at 4 °C, depending on the method of starting.

#### BATTERY TESTING



- This work will be done according to the rules as laid down in the Machinery and Occupational Safety Act.
- The level of electrolyte in each cell is to be checked and replenished with distilled water or battery acid with a specific gravity of not more than 1260. Battery acid must be used when specified gravity is below 1200. The specific gravity for each cell to be checked and all readings recorded on the sheet. If there is a wide variation in the recordings, an equalizing charge must be carried out on site. Batteries may not be removed for charging purposes.
- Dirt and corrosion to be cleaned from batteries and terminals. Recode and connect terminal with copper compound.
- Ensure battery charger delivers a proper charging current.
- Batch certificates must be forwarded to the Department, attached to the relevant invoice.

### 3.8.2. Battery chargers

- Automatically adjust the charging rate to suit the state of the battery,
- Operate on short-circuit,
- Operate even when the battery is totally flat,
- Be of constant voltage, and limited current,
- Float a fully charged battery continuously,
- Be protected against damage when an attempt is made to charge a reverse connected battery, and
- Initiate an alarm when the charger output has failed.

**Note: – Battery chargers that comply with the requirements of SABS IEC 60335-2-29 are deemed suitable for sprinkler use (please comply with this requirement).**

### 3.8.3. Maintenance:

**Note: All components that make up the sprinkler system are to follow the below mentioned requirements (MAINTENANCE GUIDELINES):**

#### a) Servicing and full maintenance guarantee.

Test the component completely. The guarantee will encompass the servicing and maintenance of various types of the component in question (Diesel engine, electric motor, etc) according to the latest SABS/SANS specifications.

#### b) Removal of components from the building to service provider's yard for maintenance or repairs.

No components shall be removed or returned to site by the Contractor unless the necessary removal and return from site form has been completed, signed and stamped by the User Department.



Failure to comply with this requirement should a discrepancy arise of valves not being returned to site, the Contractor will be held responsible for the replacement of the valve in question, at his/her cost.

**c) Damaged units.**

Should any components be found damaged on site, this is to be recorded on the removal from site and the Department notified by email with cost implication, so that the necessary repair order can be issued.

**d) Invoicing.**

NO service, maintenance/repair invoice will be processed for payment unless the following documents are fully completed and attached:

- Service record sheet. (Compulsory)
- Pressure test certificate. (where required/applicable).
- Certificate of Compliance (where required/applicable).
- Inventory list (Compulsory)

NO repair / service invoice will be processed for payment unless all the above are complied with.

### 3.9. SERVICING OF VALVES

This work will be done according to the rules as laid down in the Machinery and Occupational Safety Act.

- Check the isolating control valves.
- Check the alarm gong.
- Check the false alarm prevention pump.
- Check operation and condition of pressure gauges.
- Service the "CLANK".
- Rotate hand-wheel several times to ensure the spindle and wedges is free.
- Grease the spindle and adjust the gland.
- Check operation of indicator apparatus.
- Drain the system and re-fill.

Should replacement of valves be necessary, sufficient motivation (in writing) should be provided along with the costs and pictures depicting the recent state of the valve(s) for approval by the relevant DPWI Official.

## 4. Fire Detection and Alarm Systems

**On appointment of a new maintenance organization:**



- A special inspection of the existing EVC system should be commissioned, including the records in order to produce a plan for effective maintenance of the system;
- Areas of non-conformity should be documented and identified to the responsible person and, although the degree of a non-conformity is subjective, the following non-conformities should be regarded as requiring resolution:

- Calls cannot be established from outstations to master station(s);
- Intelligible two-way conversation is not possible between the master station(s) and outstations;
- The system does not fully operate when the primary power supply is removed;
- Secondary power supplies that fail to conform to relevant SANS/SABS
- Cabling with fire resistance that fails to conform to relevant SANS/SABS
- Monitoring for faults of circuits that fail to conform to relevant SABS/SANS
- Standards of electrical safety that fail to conform to relevant SABS/SANS

**NOTE not all non-conformities need to be rectified; this is a matter for the user to determine, based on the advice of the maintenance organization, the enforcing authorities, the insurer and any third-party advisers engaged by the user, as appropriate.**

If no logbook suitable for enabling conformity exists, the maintenance organization should provide a suitable logbook.

#### **4.1. Arranging repair of faults and/or damage:**

- Where maintenance is carried out by a third party there should be an agreement for emergency call out to deal with any fault or damage that occurs to the system and this agreement should be such that, on a 24-hour basis, a technician of the maintenance organization can normally attend the premises within eight hours of a call from the user;
- The user should record all faults or damage in the system logbook, and arrange for repair to be carried out as soon as possible.

**For modification work, regardless of whether it is carried out on site or remotely the following should be noted:**

- The responsibility of modifying an EVC system should rest with a person who is competent in the principles of EVC system design, and is conversant with this standard and the installed system, with access to the as-fitted drawings;
- Before modifying an EVC system, care should be taken to ensure that the proposed modifications do not detrimentally affect the conformity of the system to fire safety legislation;
- The responsible person should be aware of and agree in writing any modifications proposed for the system;
- All components, circuits, system operations and site-specific software functions known to be affected by the modifications should be tested for correct operation following the modifications; in particular:





On completion of the modifications, all as-fitted drawings and other relevant system records should be updated as appropriate;

On commissioning of the work and completion of the tests, a modification certificate should be issued, confirming that the work has been carried out in accordance with the recommendations of this standard, or identifying any variations.

Where responsibility for the conformity, or otherwise, of the modified system to the recommendations of Section 2 of this standard rests with any person other than the organization carrying out the modification, that person should sign the appropriate section of the modification certificate and make it available with the system documentation.

#### **4.2. After a fire**

Every outstation, master station and repeater that might have been affected by the fire should be inspected and tested in accordance with the SANS/SABS Standards.

A visual examination and suitable tests should be carried out on all other parts of the system that lie within the fire area and other areas affected by corrosive smoke from the fire and that might have been damaged by the fire (e.g. power supplies, master stations and cable). Where there is evidence of damage, suitable action should be taken.

Circuits external to the master station(s) that might have been affected by the fire should be tested for correct operation on completion of the work, any defects found should be recorded in the system logbook, and the responsible person notified accordingly.

**After long periods of disconnection of the EVC system, inspection and testing should be carried**

#### **4.3. Logbook**

The following information should be recorded in the logbook:

- The name of the responsible person;
- Details of the maintenance organization;
- Brief details of maintenance arrangements;
- Dates, times and types of all tests;
- Dates, times and types of all faults and defects;
- Dates and types of all maintenance (e.g. maintenance visit or non-routine attention).



## 5. Bill of Quantities

### NOTE:

- ALL ITEMS MUST BE PRICED
- PRICES FOR SERVICING MUST INCLUDE LABOUR, CONSUMABLES & MINOR REPAIRS
- RATES FOR REPAIR(S)/REPLACEMENT(S) MUST EXCLUDE LABOUR & MARK-UP
- MARK-UP NOT EXCEEDING 20% TO BE CHARGED ONLY ON NON-SCHEDULE ITEMS
- SERVICE PROVIDER(S) MUST SUBMIT WRITTEN QUOTATION FOR APPROVAL FOR NON-SCHEDULED ITEMS. NO WORK SHOULD BE EXECUTED BEFORE APPROVAL IS GRANTED
- RATES FOR REPLACEMENT ITEMS MUST ALLOW FOR REMOVAL AND REDUNDANT MATERIAL TO BE OFFICIALLY RECORDED AND TAKEN TO DPWI STORAGE/WORKSHOP AFTER BEING INSPECTED BY DPWI OFFICIAL

### 5.1 THE FOLLOWING INFORMATION / REQUIREMENTS MUST BE ATTACHED TO THE DOCUMENT:

- Attach a certified copy of the SABS Permit Certification for fire-fighting Equipment / as per SANS
- Attach certified copy of the contractor SAQCC card or certified copy of Accredited Technician with SAQCC fire card and ID certified copies of Technicians working on site.
- Works must be done according to SABS, SANS, SAQCC, Bylaws, Public Works Standards.
- The contractor shall not execute any additional work or shall not take instructions from the Client Department or any other person other than the relevant DPWI official.
- All repair work done by the contractor will be guaranteed for a minimum of (03) months and all new parts, components and material used in this contract shall be guaranteed for a period of (12) months.
- The contractor shall compile and provide inventory list, service sheet or service fire register of any work done on site and must be attached on the quotation and jobcard.
- The COC shall be requested as and when required.
- Sub-contracting is not allowed.

### NB: CONTRACTOR MUST PROVIDE THE FOLLOWING:

1. VAT No. (if applicable): \_\_\_\_\_
2. CIDB Registration No: \_\_\_\_\_
3. CSD No: \_\_\_\_\_
4. SAQCC No: \_\_\_\_\_
5. SABS No: \_\_\_\_\_
6. Complaint No: \_\_\_\_\_



Bill of Quantities cont...d

1.	Service & Maintenance of Hand Equipment	Provisional Quantity	Unit Rate	Amount
1.1	DCP (STP) Extinguisher 2.5kg	1	R	R
1.2	DCP (STP) Extinguisher 4.5kg	1	R	R
1.3	DCP (STP) Extinguisher 9kg	1	R	R
1.4	Water (STP) Extinguisher 9kg	1	R	R
1.5	CO <sub>2</sub> Extinguisher 2.5kg	1	R	R
1.6	CO <sub>2</sub> Extinguisher 5kg	1	R	R
1.7	CO <sub>2</sub> Extinguisher 9kg	1	R	R
1.8	Fire Hose Reels	1	R	R
1.9	Fire Hydrants	1	R	R
1.10	Fire Hydrants hoses (test for leaks)	1	R	R
1.11	Fire Booster connections	1	R	R
1.12	Foam (STP) extinguisher 9kg	1	R	R
<b>Table 1 Total to be carried over to summary page</b>				<b>R</b>

Table 1: Hand-held Fire Equipment

2.	Service of Sprinkler Systems, Sprinkler Control Valves & Pumps	Provis ional Qty	Unit Rate	Amount
2.1	<b>Pump Stations with Fire Pump Sets</b>	-	-	-
Includes complete repair and maintenance of pumps				
2.1.1	Jockey Pump	1	R	R
2.1.2	Domestic Pump	1	R	R
2.1.3	Diesel Pump	1	R	R
2.1.4	Electrical Pump	1	R	R
2.1.5	Pump House cleaning and repainting	1	R	R
2.1.6	Electrical Control panel	1	R	R
2.2	<b>Sprinkler System &amp; Control Valves</b>			
Includes complete repair and maintenance of SCV's with an ASIB tag, gauges and instrumentation				
2.2.1	Sprinkler Control Valve	1	R	R
2.2.2	Alarm Gong	1	R	R
2.2.3	Pressure Gauge(s)	1	R	R
2.2.4	Drain system & Refill	1	R	R
2.2.5	Service "Clack"	1	R	R
2.2.6	Isolating Control Valve(s)	1	R	R
2.2.7	Sprinkler Head(s)	1	R	R
2.2.8	Paint (Enamel) per litre	1	R	R
<b>Table 2 Total to be carried over to summary page</b>				<b>R</b>

Table 2: Sprinkler Systems, Sprinkler Control Valves & Pumps



3.	Service & Maintenance of Control Panels & Power Supplies	Provisional Quantity	Unit Rate	Amount
	Includes complete repair and maintenance of all panels and power supplies. All panels and PSU's that can't be repaired due to lack of spare parts are to be replaced with similar units with available spare parts. Specifications and pricing of new units to be approved before commissioning.			
3.1	<b>Control Panels &amp; Power Supplies</b>			
3.1.1	Control Panels & Power Supplies	1	R	R
3.1.2	Repeater Panel	1	R	R
3.1.3	PSU including Blue Ginger	1	R	R
3.1.4	Smoke and Heat Detectors	1	R	R
3.1.5	Control Room Equipment and Software	1	R	R
<b>Table 3 Total to be carried over to summary page</b>				<b>R</b>

Table 3: Fire Detection Systems, Control Panels & Power Supplies

4.	Service & Maintenance of CO <sub>2</sub> & Foam Fire Systems	Provisional Quantity	Unit Rate	Amount
4.1	<b>CO<sub>2</sub> Fire Systems</b>			
	Includes complete repair and maintenance of all panels and power supplies. All panels and PSU's that can't be repaired due to lack of spare parts are to be replaced with similar units with available spare parts. Specifications and pricing of new units to be approved before commissioning.			
4.1.1	Gas Control Unit	1	R	R
4.1.2	CO <sub>2</sub> Cylinders/kg	1	R	R
4.1.3	Trigger Mechanism	1	R	R
4.1.4	CO <sub>2</sub> Heads	1	R	R
4.1.5	CO <sub>2</sub> Alarm Lights with Bell	1	R	R
4.1.6	Commissioning and Testing	1	R	R
<b>Sub-Total 1 to be carried over to Table 4 Total</b>				<b>R</b>
4.2	<b>Foam Systems</b>			
	Includes complete repair and maintenance of all panels and power supplies. All panels and PSU's that can't be repaired due to lack of spare parts are to be replaced with similar units with available spare parts. Specifications and pricing of new units to be approved before commissioning.			
4.2.1	Gas Control Unit	1	R	R
4.2.2	Foam Cylinder	1	R	R
4.2.3	Trigger Mechanism	1	R	R
4.2.4	Foam Head	1	R	R
4.2.5	Alarm Lights with Bell	1	R	R
4.2.6	Commissioning and Testing	1	R	R
<b>Sub-Total 2 to be carried over to Table 4 Total</b>				<b>R</b>



Table 4: CO<sub>2</sub> & Foam Fire Systems

5	Spares (Must be of Good Quality)	Provisional Quantity	Unit Rate	Amount
5.1	<b>Hydrant &amp; Hose Spares</b>			
5.1.1	Hydrant Temper proof valve	1	R	R
5.1.2	Hydrant Spindle	1	R	R
5.1.3	Hydrant Fire Hose	1	R	R
5.1.4	Clack Washer	1	R	R
5.1.5	I/R Washer	1	R	R
5.1.6	Hand Wheel	1	R	R
5.1.7	Hydrant Key	1	R	R
5.1.8	LA Branch	1	R	R
5.1.9	Morris Male Hose Coupling (65mm)	1	R	R
5.1.10	Morris Female Hose Coupling (65mm)	1	R	R
5.2	<b>Hose Reel Spares</b>			
5.2.1	Fire Hose Reel Frame	1	R	R
5.2.2	Fire Hose Nozzle (LA)	1	R	R
5.2.3	30m x 20mm PVC Fire Hose	1	R	R
5.2.4	Hose Guide	1	R	R
5.2.5	Hose Clamp (30mm)	1	R	R
5.2.6	Gland Packing	1	R	R
5.2.7	Waterway	1	R	R
5.2.8	CP Valve Complete	1	R	R
5.2.9	CP Valve Handle	1	R	R
5.2.10	CP Valve Washer	1	R	R
5.3	<b>DCP Extinguishers and Spares</b>			
5.3.1	DCP (STP) 2.5kg	1	R	R
5.3.2	DCP (STP) 4.5kg	1	R	R
5.3.3	DCP (STP) 9kg	1	R	R
5.3.4	CPF Valve	1	R	R
5.3.5	CPF Gauge	1	R	R
5.3.6	DCP (STP) Discharge Nozzle	1	R	R
5.4	<b>CO<sub>2</sub> Extinguishers &amp; Spares</b>			
5.4.1	CO <sub>2</sub> Extinguishers 2.5kg	1	R	R
5.4.2	CO <sub>2</sub> Extinguishers 5kg	1	R	R
5.4.3	CO <sub>2</sub> Head	1	R	R
5.4.4	CO <sub>2</sub> Safety Pin	1	R	R
5.4.5	CO <sub>2</sub> Discharge Hose	1	R	R
5.4.6	CO <sub>2</sub> Discharge Horn	1	R	R



5.4.7	CO <sub>2</sub> Plastic Horn Handle	1	R	R
5.4.8	CO <sub>2</sub> Horn Nipple	1	R	R
<b>5.5 Booster Connections &amp; Spares</b>				
5.5.1	Booster Connection	1	R	R
5.5.2	100mm Booster Gauge	1	R	R
5.5.3	Booster Sign	1	R	R
<b>5.6 Fire Equipment And Box Spares</b>				
5.6.1	Single Extinguisher Box ( Steel)	1	R	R
5.6.2	Hose Boxes- Wall Mounted (Steel)	1	R	R
5.6.3	Hose Boxes on leg (Steel)	1	R	R
5.6.4	Key Box(Steel)	1	R	R
5.6.6	CP Valve Box(Steel)	1	R	R
5.6.7	00039 Lock	1	R	R
5.6.8	00039 Key	1	R	R
5.6.9	Extinguisher Box (Fibreglass)	1	R	R
5.6.9	Hose Box (Fibreglass)	1	R	R
5.6.10	Hose Reel Box (Fibreglass)	1	R	R
<b>5.7 General Spares</b>				
5.7.1	Tamper Proof Seal	1	R	R
5.7.2	PWD Backboard	1	R	R
5.7.3	Service Label	1	R	R
5.7.4	12mm PVC Discharge Hose	1	R	R
5.7.5	U-Pat	1	R	R
5.7.6	Coach Screw	1	R	R
5.7.7	O-ring (all types)	1	R	R
5.7.8	Symbolic Sign (190 x 190)	1	R	R
5.7.9	Symbolic Sign (290 x 290)	1	R	R
5.7.10	Lift Sign	1	R	R
5.7.11	Uni-bracket	1	R	R
5.7.12	J-bracket	1	R	R
5.7.13	Seal Wires and Lead Seal	1	R	R
5.7.14	Instruction Labels (All Types)	1	R	R
5.7.15	Pressure with Nitrogen	1	R	R
5.7.16	Pressure Test	1	R	R
5.7.17	Hydrostatic Test	1	R	R
<b>5.8 Recharge</b>				
5.8.1	CO <sub>2</sub> Recharge (per kg)	1	R	R
5.8.2	ABC Powder 35 MAP (per kg)	1	R	R



5.8.3	Water per 9 Litres	1	R	R
5.8.4	Supply and Recharge of foam concentrate (per kg)	1	R	R
5.8.5	Supply and Recharge of FM200 Gas Cylinders (per kg)	1	R	R
<b>5.9 Fire Doors</b>				
5.9.1	Replace the Fire Door Closer	1	R	R
5.9.2	Replace the Fire Door Lock	1	R	R
5.9.3	Replace standard Fire Door	1	R	R
<b>5.10 Detection Systems</b>				
5.10.1	Control Panel 1 Loop	1	R	R
5.10.2	Control Panel 2 Loop	1	R	R
5.10.3	Control Panel 4 Loop	1	R	R
5.10.4	Repeater Panel	1	R	R
5.10.5	Control Room (Including computer hardware & Software)	1	R	R
5.10.6	Smoke Detectors including Mounting base	1	R	R
5.10.7	Heat Detectors including Mounting base	1	R	R
5.10.8	Line Relay Unit	1	R	R
5.10.9	Line Isolator unit including mounting base	1	R	R
5.10.10	Control and Repeater panel software	1	R	R
5.10.11	Blue Ginger PSU 27V/3 Amps	1	R	R
5.10.12	Addressable Panel	1	R	R
5.10.13	Convectional Panel	1	R	R
5.10.14	12V Fire panel Lithium Battery	1	R	R
<b>5.11 Sprinklers &amp; Piping</b>				
5.11.1	Sprinkler heads including ceiling, In-rack. OH 5.0 and EHH 7.5	1	R	R
5.11.2	Valve Sets	1	R	R
5.11.3	Pressure Gauges	1	R	R
5.11.4	19mm diameter per meter	1	R	R
5.11.5	25 - 38mm diameter per meter	1	R	R
5.11.6	48 - 50mm diameter per meter	1	R	R
5.11.7	60 - 63mm diameter per meter	1	R	R
5.11.8	76mm diameter per metre	1	R	R
5.11.9	100mm diameter per meter	1	R	R
5.11.10	110 - 115mm diameter per metre	1	R	R
5.11.12	120mm – 150mm diameter per metre	1	R	R
5.11.13	170mm – 180mm diameter per metre	1	R	R
5.11.14	200mm – 250mm diameter per metre	1	R	R



5.11.15	300mm diameter per metre	1	R	R
5.12	<b>Fixed CO<sub>2</sub> and Foam Systems</b>			
5.12.1	CO <sub>2</sub> and Foam Heads	1	R	R
5.12.2	Gas Control Unit	1	R	R
<b>Total For Table 5 to be carried to summary page</b>				<b>R</b>

Table 5: Servicing, Repairing & Replacement Spares

6.	PUMPS REPLACEMENT	Provisional Quantity	Unit Rate	Amount
6.1	<b>Pump Stations with Fire Pump Sets</b>			
	Includes complete installation			
6.1.1	Jockey Pump (0,37 – 1,1kW)	1	R	R
6.1.2	Domestic Pump & motor	1	R	R
6.1.3	Diesel Pump / Generator	1	R	R
6.1.4	Electrical Pump & motor 45kW	1	R	R
6.1.5	Electrical Pump & motor 37kW	1	R	R
6.1.6	Electrical Pump & motor 17kW	1	R	R
6.1.7	Electrical Pump & motor (5,5 – 10kW)	1	R	R
6.1.8	24V Lithium Battery	1	R	R
6.1.9	Alarm gong	1	R	R
6.1.10	Complete Sprinkler Control valve	1	R	R
6.1.11	Isolation control valve	1	R	R
6.1.12	Pressure gauge	1	R	R
	<b>Total for Table 6 to be carried to summary page</b>			<b>R</b>

Table 6: Pump Spares

7.	MISCELLANEOUS ITEMS	Provisional Quantity	Unit Rate	Amount
7.1.	Log Book	1	R	R
7.2.	Transport	1	R /km	R
7.3	Artisan Labour	1	R /hr	R
7.4	Assistant Labour	1	R /hr	R
<b>Total for Table 7 carried to summary page</b>				<b>R</b>

Table 7: Miscellaneous Items





## 6. Costing Summary Page

	Amount
Table 1 Total :Hand Fire Equipment	R
Table 2 Total: Sprinkler Systems, Sprinkler Control Valves & Pumps	R
Table 3 Total: Fire Detection Systems, Control Panels & Power Supplies	R
Table 4 Total: CO <sub>2</sub> and Foam Fire Systems	R
Table 5 Total: Service, Maintenance & Replacement Spares	R
Table 6 Total: Pumps Replacement	R
Table 7 Total : Miscellaneous Items	R
Total (Excluding VAT)	R
VAT (15%)	R
Total (Including VAT)	R

Table 8: Total Costing

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. VALUE-ADDED TAX**

All prices, rates, tariffs etc. in this tender document shall exclude Value-Added Tax (VAT).

### **2. PRICES**

All prices for items in this document shall include for additional costs, if any, that may occur as a result of these of Contract as well as for the supply of all scaffolding and normal plant and everything necessary for the proper execution of the work.

### **3. THE BID**

The pages of this BID are numbered consecutively. The BIDDER shall, before submitting his BID, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or this BID contains any obvious errors, the BIDDER shall obtain a directive in writing from the Department.

The text of this BID and other document as prepared by the Department shall be adhered to and no alteration, erasure, omission or addition thereto by the BIDDER shall be accepted.

### **4. DOCUMENTS**

Should there be any contradiction between these, the Conditions of Contract (PW 677) and the Conditions of the BID (PW 210), the contradiction must be brought to the attention of the relevant official who will make a ruling, and such ruling will be final.

The following documents shall be read in conjunction with this BID.

- a) State Tender Board General Conditions and Procedures (ST 36).
- b) Occupational Health and Safety Act, Act no 85 of 1993.
- c) Municipal by-laws and any special requirements of the Local Authority.
- d) The Document PW379.

The BIDDER shall study these documents and acquaint himself with the contents thereof as no claims in this regard shall be accepted.

The above mentioned documents are available from the office of the **Regional Manager, AVN Building, 251 Nana Sita Street, Pretoria** for information.

### **5. PROVISIONAL QUANTITIES**

All quantities in this BID document are provisional and inserted in order to obtain competitive tenders. The Department reserves the right to increase or decrease quantities and exclude installations during the progress of the contract and such increases or decreases shall not alter the rates for any item.

6. **RATES**

Each item to be serviced as listed in this tender document must be priced. **“No cost”, “R0.00”, “Free”, “N/A” or unfair and unreasonable tariffs for servicing shall not be accepted and may lead to disqualification of the BID.** The Department reserves the right to make such adjustments to individual tariffs in these schedules as necessary to eliminate errors, discrepancies or what they consider to be unreasonable or unbalanced rates.  
**This is not a lump sum contract.**

7. **CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT**

**THIS BID SHALL BE VALID FOR A PERIOD OF TWELVE (12) MONTHS THE CONTRACT IS SUBJECT TO EXIT CLAUSE /TERMINATION CLAUSE**

**Note:-**

The contract tariffs shall remain fixed for **TWELVE (12)** calendar months including escalation, and no further adjustments will be allowed except that for an increase in VAT will apply.

Any extension of this contract will only be approved if required by the **Regional Bid Committee (RBAC)**.

8. **ACCESS TO PREMISES**

The Contractor undertakes to:

- a) Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- b) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- c) Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- d) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act no 30 of 1966) and any amendments thereof.
- e) Comply with all by-laws and requirements of the Local Authority.
- b) Carry out maintenance, servicing and repairs during normal working hours

9. **ACCESS CARDS TO SECURITY AREAS**

Should the work fall within a security area, the Contractor shall obtain, either from the S A National Defense Force, Correctional Services , S A Police Service or Client Department access cards for his personnel and employees who work within such an area.

The Contractor shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S A National Defense Force or S A Police

Service etc.

10. **SECURITY CHECK ON PERSONNEL**

The Department or the Chief of the S A National Defense Force, Correctional Services or the Commissioner of the S A Police Service may require the Contractor to have his personnel or a certain number of them security classified.

In the event of either the Department, the Chief of S A National Defense Force or the Commissioner of the S A Police Service requesting the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

(a) **DRESS CODE**

The following dress code must be adhered to at all times by all workers

- Workers must have a **COMPANY WORK SUIT** on with the company logo on it
- Must have clear identification tags with name number and a photograph openly displayed with the company logo as background
- The dress code must adhere to the OHSA in terms of protection for all workers for this particular service
- Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service

11. **TRAINED STAFF**

The Contractor shall use competent trained staff directly employed and supervised by him and shall take all the necessary steps to maintain the installations and keep it in perfect working condition. The Department reserves the right to inspect the Bidder's premises for plant, equipment and general good management before the bid is awarded.

12. **REDUNDANT MATERIAL, RUBBISH AND WASTE**

All redundant material and parts shall remain the property of the Government and shall be left on site and stored in a room designated therefore by the Caretaker or person in charge of the plant or building or delivered to DPWI workshop. A copy of the job card shall be left with the Caretaker or person in charge for audit purposes. The original job card shall be attached to the invoice. Failure to comply with this requirement shall lead to payments not being effected within the prescribed period of 30 days.

All redundant material or parts shall be labeled with the complaint number for the repair work.

After an inspection of all material and parts that are obsolete/unserviceable/of no value shall be disposed by the Contractor.

The material and parts of the value shall then remain the property of the DPWI.

All rubbish and waste shall be removed from the site by the Contractor, and the plant / rooms shall be kept in a clean and neat condition.

14 **ASSOCIATED ELECTRICAL WORK**

Note:

All such work shall be carried out by, or under the supervision of a qualified person, and comply with the Occupational Health and Safety Act (Act No 85 of 1993)

15. **SCOPE OF CONTRACT**

This contract for the maintenance, servicing and repairs to Portable Fire Extinguishers, Fire Hose Reels, fire hydrants, fire sprinkler and fire detection in the GAUTENG Province PRETORIA REGIONAL OFFICE JURISDICTION and all State Buildings, as well as structures falling under the control of the Department or other departments hereafter referred to as "Client" Departments, for a period of 12 (twelve) months, subjected to a exit clause/termination clause.

The Contractor shall submit to **DPWI Official** the **program with fixed calendar dates when equipment shall be serviced** within 14 days after the contract has been awarded, to enable the **DPWI Official** to arrange for inspections.

Any deviations from this program shall be brought to the attention of the **DPWI Official** by email at least 7 days prior to the due servicing dates.

The Contractor shall supply, at his own cost, all consumable material(s) such as grease, waste, hacksaw blades, welding rods and material for all other forms of welding, insulation tape, cleaning materials etc. necessary for the proper execution of repairs, maintenance and servicing. **No claims for consumables shall be accepted.**

Where repairs are required for specialized items of equipment the Contractor shall arrange for such work to be carried out by specialists.

16. **PREVENTATIVE MAINTENANCE SERVICE SCHEDULES (ANNEXURE A)**

Servicing shall be carried out strictly as stated on the service schedules and the Contractor shall after each service submit the completed signed and stamped service sheet, completed signed and stamped job card and invoice must be handed in to the Registry section at **DPWI Pretoria Regional Office, AVN Building, 251 Nana Sita Street, Pretoria.**

**The Contractor shall make his own arrangements for printing and duplicating of service schedules and job cards.**

The service schedule shall be countersigned by the officer in charge (**Head of Facilities**) of the building in which the equipment is situated and he shall endorse the schedule to the effect that the equipment is, in his opinion, operating satisfactorily.

17. **OFFICIAL ORDER FOR REPAIRS (SUPPLIERS ADVICE)**

- a) An official order (supplier's advice) for repairs shall be issued to the Contractor.
- b) Instructions for repairs may only be issued to Contractors by responsible officials of (NDPWI, PTA R/O). For each repair the complaint number issued for that repair as well as

details regarding the defects shall be given to the Contractor.

**Any instruction given by the Client and attended to by the contractor will not be honored by DPWI, shall be the responsibility of Client Department.**

#### **INVOICES AND QUOTATIONS**

- c) No payments shall be made for work executed without the necessary written authority, such as official order number and signed job cards.
- d) Payments can be delayed if order numbers and complaint numbers do not appear on invoices submitted for payment and incorrect calculations.
- e) No tippex/correction fluid or any other forms of removal of quantities or numbers on the quotation or invoice will not be accepted and will be returned.
- f) No physical corrections on any invoice will be accepted.

#### **18. EXECUTION OF REPAIRS**

In the event of repairs having to be carried out urgently during the course of a programmed service, details of such repairs shall be reported immediately to the Head of the Technical Maintenance for further instructions and/or authority to proceed.

No work may be carried out without prior instruction from the Head of the Technical Maintenance.

The Contractor shall respond to all normal breakdown calls within 8 (eight) hours of receipt of the call, AND 24 (TWENTY FOUR) NORMAL WORKING HOURS INCLUSIVE OF THE 8 HOUR RESPONSE TIME TO COMPLETE THE REPAIR. Should this not be possible it is the responsibility of the Contractor to obtain an extension of time. The written request shall clearly state all the reasons for the extension request. Permission for extension shall be in writing.

**For emergency services the response time shall be 2 (two) hours from the receipt of the call night or day.** Only breakdowns which affect public health could cause an environmental disaster, or the operation and safety of sensitive equipment, shall be treated as emergency repairs.

**In the event of the contractor not responding in the required time, the Department reserves the right to call on any other contractor to carry out the service. Any additional cost incurred shall be for the account of the successful bidder.**

#### **19. JOB CARDS FOR REPAIRS**

Job cards shall be completed in all respects for each and every repair undertaken. Job cards shall be issued to Contractor by responsible DPWI official.

**Job cards shall be completed in triplicate (Client, DPW, and Contractor) legibly in ink after completion of each repair and all unused lines shall be ruled through. The job card must be submitted with the quotation, the contractor shall submit a copy of the fully completed job card to the User Department for audit purposes and for verification of the deletion of the unused lines. Incomplete and incorrect job cards shall be returned to the contractor with his quotation.**

20. **ACCOUNTS FOR SERVICING AND REPAIRS**

Accounts for servicing shall be accompanied by a Service Schedule.  
Accounts for repairs executed, shall be accompanied by a job card.

The contractor shall cross-reference all prices and tariffs on invoices with the applicable prices and tariffs in the tender document.

**Note:**

**Any overpayments discovered at a later stage shall be rectified and the Department shall recover the overpayment.**

The appointed bidder shall structure his quote and invoice to include the item numbers as per the tender document.

21. **PAYMENT TO CONTRACTORS**

Accounts can be submitted weekly or monthly. Payments of accounts complying with all the requirements shall be made **within 30 days electronically into the contractors banking account after receipt thereof.**

22. **PROFIT ON MATERIAL (NON SCHEDULE ITEMS)**

Percentage mark-up not exceeding 20% is allowed on non-scheduled material, equipment and requirements only and not on labour, transport. The percentage mark-up shall then be calculated on the price excluding VAT.

(a) **REQUEST FOR SUPPLIERS INVOICE FOR NON SCHEDULE ITEMS (NSI)**

Request for a SUPPLIERS **INVOICE** for NSI will be requested by the NDPWI official and must be adhered to at all times.

The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the NDPWI;

- Must be on a **Company Letter Head**
- **Prices must be clear with no corrections, no tippex must be used on the invoice.**
- **The supplier's address and contact details must be clear and current'(contactable)**
- **The items listed on the supplier's invoice must be related to the service in question**
- **Failure to comply with the above will result in non-payment or a delay to this particular payment**

23. **TRANSPORT COST**

**Transport cost will include the cost of wages and overheads for personnel during transport to the site and running cost of the vehicle.**

- a.) Transport cost will be calculated from The **Pretoria Church Square to site**. Transport cost involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instructions executed on the same day or at the same institution or building in the same areas be allowed.

- b.) The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the scheduled repairs, therefore no claims for delivery cost or transport cost to collect material or equipment for scheduled repairs shall be accepted.

## **24 COMPILING OF INVENTORY AND MARKING OF EQUIPMENT.**

An inventory of all installations shall be compiled by the Contractor during his first service call. The inventory shall describe the installation in detail and the description shall indicate the make, model, size, capacity and serial numbers of attachment to the equipment. In accordance with the format as shown in the scope of work forming part of this document.

The inventory shall also clearly state the Town/City or complex and building where the equipment is installed. The inventory shall be compiled in MS Excel (\*.xls) format and a printed as well as a hardcopy (4.5" disc) and an updated version shall be handed in with every servicing invoice. **No payment for servicing will be effected without the inventory.** Updated inventories must be supplied as and when components with serial numbers are replaced.

The Contractor shall permanently mark all new installations serviced under this contract. The number on each installation shall be unique and stamped on a metal plate and pop riveted to the installation. The markings shall be in a conspicuous position, but shall not deface the appearance of the installation.

## **25. CANCELLATION OF SERVICING TO INSTALLATIONS**

The Department reserves the right to cancel this contract partly, meaning that certain installations might be withdrawn from this contract at any stage during the validity of this contract or any new installation may be added.

The contractor undertakes not to lay any claim(s) against the Department in this event. A written 30 days' notice in this regard will be issued to the contractor.

## **IMPORTANT NOTICE**

### **EXIT CLAUSE**

**Note:** Should the appointed contractor not perform or defaults on service delivery during any phase of this contract, the department reserves the right to cancel the contract and recover the difference in price between the contractor in default and the next contractor recommended to continue with the contract, where applicable.

**National Screening Policy: 'THE SUCCESSFUL TENDERER WILL BE SUBJECTED TO POSITIVE SECURITY CLEARANCE'**

The price for marking of the equipment and compiling of the inventory shall be included in the price for servicing.

Please note that this document is based on contract period of 12 months and contract amount, whichever comes first.

## **END OF THE SPECIAL CONDITIONS OF CONTRACT**



TENDERER'S ADDITIONAL PARTICULARS

The particulars submitted could influence the adjudication of the tender.

- 1. Period active as a contractor under your present business name.....  
.....

2. Is your firm registered with the Department of Public Works (DPW) as a contractor? Yes/No

3. Your telephone number - normal working hours.....

4. Your telephone number - after hours.....

5. Your fax number.....

6. Number of skilled employees.....

7. Number of master installations electricians.....

8. Number of unskilled employees.....

9. Details of motor vehicles belonging to the firm

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10. List of special equipment and tools belonging to the firm to undertake maintenance and repair work:

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## INVENTORY

ITEM	LOCATOIN/AREA	TYPE & SIZE	LAST SERVICE	NEXT SERVICE	Remarks
1					
2					
3					
4					
5					
6					
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## PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

### NOTES:

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

### TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## PA-10: General Conditions of Contract (GCC)

### General Conditions of Contract

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#### 1. Definitions

1. 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 any thing 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 supplies 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.

## PA-10: General Conditions of Contract (GCC)

- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, 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 supplies 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, components 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. **“Written” or “in writing”** means handwritten 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, 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 supplies, 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 non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

### 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

## PA-10: General Conditions of Contract (GCC)

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 GCC 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.

### 7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall 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 in SCC.

### 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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

## PA-10: General Conditions of Contract (GCC)

- 8.6. Supplies 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 supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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 and 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

### 10. Delivery and documents

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

### 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 in the SCC.

### 12. Transportation

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

### 13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (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



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(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 in SCC, 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 in SCC.

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 in SCC 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 in SCC, 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 in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

### 17. Prices

## PA-10: General Conditions of Contract (GCC)

- 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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

### 18. Contract amendments

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

### 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 supplier's 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. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. 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 supplies are required, or the supplier's services are not readily available.
- 21.5. 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 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies 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, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime 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:

## PA-10: General Conditions of Contract (GCC)

- (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 services 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 of not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide 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 intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any 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 the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority 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 the 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 ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its 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. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or antidumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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.

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### 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, the 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 Mediation proceedings shall be conducted in accordance with the rules of the procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under contract unless they Otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

### 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 12 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.

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**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 in SCC.

**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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

**33. National Industrial Participation Programme (NIPP)**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34. Prohibition of Restrictive Practices**

34.1 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 (or bid rigging).

34.2 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 the Competition Act No. 89 of 1998.

34.3 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.

Name of Bidder	Signature	Date

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_ (legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

\_\_\_\_\_ (project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

- \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 AND THE AMENDED B-BBEE CODES.**

### 1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

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

1.2. The value of this bid is estimated to **Select** R50 000 000 (all applicable taxes included) and therefore the...**Select Points**.....system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	<b>Select Price Points</b>
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	<b>Select B-BBEE Level</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".





## Preference Points Claim for Bids: PA-16

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under

Any reference to words “Bid” or Bidder” herein and/or in any other documentation shall be construed to have the same meaning as the words “Tender” or “Tenderer”.



Preference Points Claim for Bids: PA-16

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“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;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

**4.1 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**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

Any reference to words “Bid” or Bidder” herein and/or in any other documentation shall be construed to have the same meaning as the words “Tender” or “Tenderer”.



Preference Points Claim for Bids: PA-16

Pmin = Comparative price of lowest acceptable bid

**5. Points awarded for B-BBEE Status Level of Contribution**

5.1 In terms of Regulation 6(2) and /or 7(2), of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)



Preference Points Claim for Bids: PA-16

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

**8 SUB-CONTRACTING (relates to 5.5)**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

.....%

(ii) the name of the sub-contractor? .....

(iii) the B-BBEE status level of the sub-contractor?

.....

(iv) whether the sub-contractor is an EME/ a QSE? YES / NO (delete which is not applicable)

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm .....

9.2 VAT registration number : .....

9.3 Company registration number .....

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]



Preference Points Claim for Bids: PA-16

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? .....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

**WITNESSES:**

- 1. ....
- 2. ....

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

## PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in **full** and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

<b>Project title:</b>			
<b>Bid no:</b>		<b>Reference no:</b>	

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

**1. CIDB REGISTRATION NUMBER (if applicable)**

2. Any legal person, including persons employed by the State<sup>1</sup>; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

**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, trustees, shareholder<sup>2</sup> ect .....

3.4 Company Registration Number: .....

3.5 Tax Reference umber:.....

3.6 VAT Registration Number: .....

3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup> "State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup> "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state?  YES  NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

Name of state institution at which you or the person is connected to the bidder is employed .....

Position occupied in the state institution:.....

Any other particulars:

.....  
 .....

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

3.8.1 If so, furnish particulars:.....  
 .....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  YES  NO

3.9.1 If so, furnish particulars.  
 .....  
 .....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the



evaluation and or adjudication of this bid?

YES  NO

3.10.1 If so, furnish particulars.

.....  
.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES  NO

3.11.1 If so, furnish particulars:

.....  
.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

**5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

5.1	Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.2	If so, furnish particulars:		



5.3	<p><i>Is the tenderer / 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)?</i></p> <p><b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b></p>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
5.4	<i>If so, furnish particulars:</i>		
5.5	<p><i>Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</i></p>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
5.6	<i>If so, furnish particulars:</i>		
5.7	<p><i>Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</i></p>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
5.8	<i>If so, furnish particulars:</i>		

## 6. CERTIFICATION

I the undersigned (full name) \_\_\_\_\_ certify that the information furnished on this declaration form is 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.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

<b>Project title:</b>			
<b>Bid no:</b>		<b>Reference no:</b>	

### INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) 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 (PA-29) must be completed and submitted with the bid:

---

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

## Certification of Independent Bid Determination: PA-29

<sup>2</sup> 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 Institution)**

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

I certify, on behalf of: \_\_\_\_\_ that:  
**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am 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:

## Certification of Independent Bid Determination: PA-29

- (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 consortium<sup>3</sup> 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.

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

### Certification of Independent Bid Determination: PA-29

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

<sup>3</sup> 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. 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.

Name of Bidder	Signature	Date	Position



## PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

### PA-36: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) 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, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 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.
- 1.4. 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.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand 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 South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**



**PA36: Declaration Certificate for Local Production and Content for Designated Sectors.**

*(This form has been aligned with NT - SBD 6.2)*

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

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

3. Does any portion of the goods or services offered have any imported content?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**



**PA36: Declaration Certificate for Local Production and Content for Designated Sectors.**

*(This form has been aligned with NT - SBD 6.2)*

**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 Institution):  
.....

**NB**

- 1 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.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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:
  - (i) 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 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**





**PA36: Declaration Certificate for Local Production and Content for Designated Sectors.**

*(This form has been aligned with NT - SBD 6.2)*

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (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 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer .....

EME<sup>1</sup>  QSE<sup>2</sup>  Non EME/QSE (tick applicable box)

### 1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

# Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number  
## State date of South African citizenship obtained (not applicable to persons born in South Africa)

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> QSE: Qualifying Small Business Enterprise



## PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

### 2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

**Signed by the Tenderer**

Name of representative	Signature	Date