



# public works & infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTHAFRICA**

## QUOTATION DOCUMENT

**PROJECT DESCRIPTION: SERVICE, REPAIR AND MAINTENANCE OF FIRE FIGHTING EQUIPMENT FOR A PERIOD OF 12 MONTHS FOR GROUP 28 AT TELKOM TOWERS, 152 JOHANNES RAMOKHOASE, PRETORIA.**

**BID NO:** ID3169518

**Closing Date:** 28 March 2024  
**Closing Time:** 11H00

**Bid Briefing Meeting Date:** NONE

**Bid Briefing Meeting time:** NONE

**Tenderers CSD No:** .....

**Name of the Tenderer:** .....

### **Bid Box Address**

Department of Public Works & Infrastructure  
AVN Building  
251 Nana Sita  
Pretoria  
0001

### **SCM SPECIFIC ENQUIRIES:**

Enquires: **Noxolo Mtambo**  
Tel No: **012 492 3049** during office hours  
Cell No: **None**  
Email Address: [Noxolo.Mtambo@dpw.gov.za](mailto:Noxolo.Mtambo@dpw.gov.za)

### **TECHNICAL / PROJECT SPECIFIC ENQUIRIES**

Enquires: **Ndemedzo Vele**  
Tel No: **012 310 5164** during office hours  
Cell No: **None**  
Email Address: [Ndemedzo.Vele@dpw.gov.za](mailto:Ndemedzo.Vele@dpw.gov.za)

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### SUMMARY OF QUOTATION INFORMATION

<b>Bid Number</b>	ID3169518	
<b>Bid/ Project Description</b>	SERVICE, REPAIR AND MAINTENANCE OF FIRE FIGHTING EQUIPMENT FOR A PERIOD OF 12 MONTHS FOR GROUP 28 AT TELKOM TOWERS, 152 JOHANNES RAMOKHOASE, PRETORIA.	
<b>Bid Closing date &amp; Time</b>	Thursday, 28 March 2024	Closing Time: 11H00
<b>Bid Briefing Date &amp; Time (If applicable)</b>	<i>Date of Bid Briefing (if any)</i> NONE	<i>Time of Bid Briefing (if any)</i> NONE
<b>Venue</b>	NONE	
<b>SCM SPECIFIC ENQUIRIES:</b>	Noxolo Mtambo	<a href="mailto:Noxolo.Mtambo@dpw.gov.za">Noxolo.Mtambo@dpw.gov.za</a>
	012 492 3049	None
<b>TECHNICAL / PROJECT SPECIFIC ENQUIRIES</b>	Ndemedzo Vele	<a href="mailto:Ndemedzo.Vele@dpw.gov.za">Ndemedzo.Vele@dpw.gov.za</a>
	012 310 5164	None
<b>Quotation Validity Perio</b>	30 calendar days	
<b>Bid Document Price</b>	Free of Charge	
<b>Procurement Plan Reference Number</b>	N/A	



**PA 32: INVITATION TO BID**

**PART A**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	ID3169518	CLOSING DATE:	Thursday, 28 March 2024
		CLOSING TIME:	11H00
DESCRIPTION	SERVICE, REPAIR AND MAINTENANCE OF FIRE FIGHTING EQUIPMENT FOR A PERIOD OF 12 MONTHS FOR GROUP 28 AT TELKOM TOWERS, 152 JOHANNES RAMOKHOASE, PRETORIA.		
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)

OR POSTED TO:

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:
Signature of Bidder	.....	Date	
CAPACITY UNDER WHICH THE BID IS SIGNED (Attached proof of authority to sign this bid (e.g. resolution of Directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE TAXES)	R

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	PUBLIC WORKS & INFRASTRUCTURE	CONTACT PERSON	Ndemedzo Vele
CONTACT PERSON	Noxolo Mtambo	TELEPHONE NUMBER	012 310 5164
TELEPHONE NUMBER	012 492 3049	FACSIMILE NUMBER	None
FACSIMILE NUMBER	None	E-MAIL ADDRESS	Ndemedzo.Vele@dpw.gov.za
E-MAIL ADDRESS	Email1@dpw.gov.za	CELL NUMBER	None

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. 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).
- 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.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR 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.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  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.

**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.

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR:

Project title:	SERVICE, REPAIR AND MAINTENANCE OF FIRE FIGHTING EQUIPMENT FOR A PERIOD OF 12 MONTHS FOR GROUP 28 AT TELKOM TOWERS, 152 JOHANNES RAMOKHOASE, PRETORIA.		
Bid no:	ID3169518	Procurement Plan Reference no:	N/A
Advertising date:	Tuesday, 26 March 2024	Closing date:	Thursday, 28 March 2024
Closing time:	11H00	Validity period:	30 calendar days

### 1. RESPONSIVENESS CRITERIA

1.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
4	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
5	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid
6	<input type="checkbox"/>	Submission of record of attending compulsory briefing session. <b><i>insert motivation why the tender clarification meeting is declared compulsory</i></b>
7	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database.
8	<input checked="" type="checkbox"/>	<b><i>Grade 1SF or Higher</i></b>
9	<input checked="" type="checkbox"/>	<b><i>Company/Technician must be registered with SAQCC Fire</i></b>
10	<input checked="" type="checkbox"/>	<b><i>Certified copy of the fighting equipment as per SANS</i></b>
11	<input checked="" type="checkbox"/>	<b><i>Certified copy of the contractor SAQCC Card or Certified copy of Accredited technician with SAQCC fire Card</i></b>
12	<input checked="" type="checkbox"/>	<b><i>ID certified copies of Technicians</i></b>
13	<input checked="" type="checkbox"/>	<b><i>Letter of Good Standing</i></b>

1.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<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.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.

5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	<input checked="" type="checkbox"/>	<b>Certified original sworn affidavit / original BBBEE certificate</b>
8	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
9	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
10	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>

1.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
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## 2. BID EVALUATION METHOD

2.1 This bid will be evaluated according to the preferential procurement model in the PPPFA and the 80/20 preference point scoring system will be applicable

## 3. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

3.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> <li>Or</li> <li>• Any account or statement which is in the name of the bidder.</li> <li>Or</li> <li>• Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> <li>Or</li> <li>• Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> <li>and</li> <li>• Medical Certificate indicating that the disability is permanent.</li> <li>Or</li> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> <li>Or</li> <li>• National Council for Persons with Physical Disability in South Africa registration (NCPDASA).</li> </ul>

5.	An EME or QSE which is at least 51% owned by black youth	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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#### 4. COLLECTION OF QUOTATION DOCUMENTS

Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)

Alternatively; Bid documents may be collected during working hours at the following address NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056.  
A non-refundable bid deposit of **Free of Charge** is payable (cash only) on collection of the bid documents.

#### 5. SITE INSPECTION MEETING

##### Details of Bid Briefing meeting (if any)

There will be no bid briefing meeting.

Venue:	NONE		
Virtual meeting link:	None		
Date:	<i>Date of Bid Briefing (if any)</i> NONE	Starting time:	<i>Time of Bid Briefing (if any)</i> NONE

#### 6. ENQUIRIES

6.1 Technical enquiries may be addressed to:

DPWI Project Manager	Ndemedzo Vele	Telephone no:	012 310 5164
Cellular phone no	Cell nuNonumber	Fax no:	None
E-mail	<a href="mailto:Ndemedzo.Vele@dpw.gov.za">Ndemedzo.Vele@dpw.gov.za</a>		

6.2 SCM enquiries may be addressed to:

SCM Official	Noxolo Mtambo	Telephone no:	012 492 3049
Cellular phone no	None	Fax no:	None
E-mail	<a href="mailto:Noxolo.Mtambo@dpw.gov.za">Noxolo.Mtambo@dpw.gov.za</a>		

#### 7. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

**Closing Date: Thursday, 28 March 2024**

**Closing Time: 11H00**





<p><b>Tender documents may be posted to:</b> The Director-General Department of Public Works and Infrastructure Private Bag X 229 Pretoria 0001 Documents must be deposited in The Bid Box before the closing date of the bid</p>	<p><b>OR</b></p>	<p><b>Deposited in the tender box at:</b> The Bid Box Department of Public Works &amp; Infrastructure AVN Building 251 Nana Sita Pretoria</p>
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## TERMS OF REFERENCE/ SPECIFICATIONS

Quotation No: ID3169518

**Project Description: SERVICE, REPAIR AND MAINTENANCE OF FIRE FIGHTING EQUIPMENT FOR A PERIOD OF 12 MONTHS FOR GROUP 28 AT TELKOM TOWERS, 152 JOHANNES RAMOKHOASE, PRETORIA.**

REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS  
AND INFRASTRUCTURE



SERVICE, REPAIR AND MAINTENANCE OF FIRE FIGHTING EQUIPMENT FOR A PERIOD OF 12  
MONTHS FOR GROUP 28

ID-3169518



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## Acronyms & Abbreviations

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 REQUIRMENT
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<sub>2</sub>, 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 mA 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 if 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 (SERVICE LABELS, TAMPER PROOF SEALS, SAFETY PINS) & MINOR REPAIRS
- RATES FOR REPAIR(S)/REPLACEMENT(S) MUST EXCLUDE LABOUR
- MARK-UP NOT EXCEEDING 20% TO BE CHARGED ONLY ON NON-SCHEDULED ITEMS
- SERVICE PROVIDER(S) MUST SUBMIT WRITTEN QUOTATION FOR APPROVAL FOR NON-SCHEDULED ITEMS AND OR THE DEPARTMENT RESERVE THE RIGHT TO SOURCE QUOTATIONS FROM OTHER SERVICE PROVIDERS. 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 and 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 job card.
- 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	CO <sub>2</sub> Extinguisher 6.8kg	1	R	R
1.5	CO <sub>2</sub> Extinguisher 2kg	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
1.13	DCP (STP) Extinguisher 50kg	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>	-	-	-
	Complete service of pumps and Panels			
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 Fire detection Systems, 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 update	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 CO2 & 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
5.3.7	DCP (STP) 50kg			
5.4	<b>CO<sub>2</sub> Extinguishers &amp; Spares</b>			
5.4.1	CO <sub>2</sub> Extinguishers 2kg	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
5.4.9	CO <sub>2</sub> Extinguishers 9kg	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



5.7.18	Fire blanket	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 System Spares</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 Spares</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 System Spares</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	MISCELLANEOUS ITEMS	Provisional Quantity	Unit Rate	Amount
6.1.	Log Book	1	R	R
6.2	Slimline Fire log book document Holder With key lock	1	R	R
6.3	Transport	1	R /km	R
6.4	Artisan Labour	1	R /hr	R
6.5	Assistant Labour	1	R /hr	R
<b>Total for Table 6 carried to summary page</b>				<b>R</b>

Table 6: 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 : Miscellaneous Items	R
Total (Excluding VAT)	R
VAT (15%)	R
Total (Including VAT)	R

Table 6: Total Costing



## PRICING SCHEDULE

Quotation No: ID3169518

**Bid/ Project Description: SERVICE, REPAIR AND MAINTENANCE OF FIRE FIGHTING EQUIPMENT FOR A PERIOD OF 12 MONTHS FOR GROUP 28 AT TELKOM TOWERS, 152 JOHANNES RAMOKHOASE, PRETORIA.**

**PA-11: BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. BIDDER'S DECLARATION**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>3</sup> in the enterprise, employed by the state?  YES  NO

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

Full Name	Identity Number	Name of State institution

(<sup>3</sup>) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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".  
For External Use

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES  NO

2.2.1 If so, furnish particulars:

.....  
.....

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

YES  NO

2.3.1 If so, furnish particulars:

.....  
.....

**3. DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>4</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

<sup>4</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.



For External Use

- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**I DECLARE THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.



## 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:**

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

\_\_\_\_\_

(project description as per Tender Document)

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

- 2 \*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 Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.



	Name	Capacity	Signature
1			
2			
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15			
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17			
18			
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20			

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering 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 Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering 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 Tendering 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**

## PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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:

1. The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

\_\_\_\_\_

\_\_\_\_\_

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Department of Public Works in respect of the following project:

\_\_\_\_\_

\_\_\_\_\_

(project description as per Tender Document)

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

- 1 \*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 a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address:

\_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_



Postal Address:

\_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_

Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

	Name	Capacity	Signature
1			
2			
3			
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The tendering 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 Tendering 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 Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering 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 Tendering 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**

## PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

1 \_\_\_\_\_  
\_\_\_\_\_

2 \_\_\_\_\_  
\_\_\_\_\_

3 \_\_\_\_\_  
\_\_\_\_\_

4 \_\_\_\_\_  
\_\_\_\_\_

5 \_\_\_\_\_  
\_\_\_\_\_

6 \_\_\_\_\_  
\_\_\_\_\_

7 \_\_\_\_\_  
\_\_\_\_\_

8 \_\_\_\_\_  
\_\_\_\_\_

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

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

**RESOLVED that:**

- A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

\_\_\_\_\_  
\_\_\_\_\_

*(project description as per Tender Document)*

Tender Number: \_\_\_\_\_ *(tender number as per Tender Document)*



B. Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (position in theEnterprise)

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

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

\_\_\_\_\_

D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_

Telephone number \_\_\_\_\_ Fax number: \_\_\_\_\_

E-mail address: \_\_\_\_\_



	Name	Capacity	Signature
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13			

The tendering enterprise hereby absolves the Department of Public Works & Infrastructure 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 be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).







**DPW-16. TENDER BRIEFING MEETING CERTIFICATE**

<b>Project title:</b>	<b>SERVICE, REPAIR AND MAINTENANCE OF FIRE FIGHTING EQUIPMENT FOR A PERIOD OF 12 MONTHS FOR GROUP 28 AT TELKOM TOWERS, 152 JOHANNES RAMOKHOASE, PRETORIA.</b>		
<b>Tender / Quotation no:</b>	<b>ID3169518</b>	<b>Reference no:</b>	<b>N/A</b>

**Date Bid Briefing Meeting: NONE**

**Time of Bid Briefing Meeting: NONE**

**Venue: NONE**

This is to certify that I, \_\_\_\_\_

representing

attended the tender clarification meeting on: \_\_\_\_\_

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

<b>Name of DPW Representative</b>	<b>Signature</b>	<b>Date</b>



**DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS**

<b>Project title:</b>	<b>SERVICE, REPAIR AND MAINTENANCE OF FIRE FIGHTING EQUIPMENT FOR A PERIOD OF 12 MONTHS FOR GROUP 28 AT TELKOM TOWERS, 152 JOHANNES RAMOKHOASE, PRETORIA.</b>		
<b>Tender / Quotation no:</b>	<b>ID3169518</b>	<b>Reference no:</b>	<b>N/A</b>

1. I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

2. I / We confirm that no communications were received from the Department of Public Works before the submission of this tender offer, amending the tender documents.

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

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

Tender Number: ID3169518

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 / under developed area/township	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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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

**1. 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, 2022, 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**

<b>Name of representative</b>	<b>Signature</b>
	<b>Date</b>

**DPW-09 PARTICULARS OF TENDERER'S PROJECTS**

<b>Project title:</b>	SERVICE, REPAIR AND MAINTENANCE OF FIRE FIGHTING EQUIPMENT FOR A PERIOD OF 12 MONTHS FOR GROUP 28 AT TELKOM TOWERS, 152 JOHANNES RAMOKHOASE, PRETORIA.		
<b>Tender / Quotation no:</b>	ID3169518	<b>Closing date:</b>	Thursday, 28 March 2024
		<b>Time:</b>	11H00

*Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.*

**1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS**

**1.1. Current projects**

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for - eg 1 to 6)	Work stages completed	Work stages in progress
1.						
2.						
3.						
4.						
5.						
6.						
7.						

1.2. Completed projects

Projects completed in the last 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						

Name of Tenderer	Date
Signature	Date

## PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals. PRI

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

### 1.2 Preference Points System to be applied

The applicable preference point system for this tender is the **80/20** preference point system.

### 1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

1.4 The maximum points for this tender are allocated as follows:

PREFERENCE POINTS SYSTEM	80/20
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>

1.5 For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> <li>Or</li> <li>• Any account or statement which is in the name of the bidder.</li> <li>Or</li> <li>• Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> <li>Or</li> <li>• Lease Agreement which is in the name of the bidder.</li> </ul>



3.	An EME or QSE which is at least 51% owned by black women	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• National Council for Persons with Physical Disability in South Africa registration (NCPDASA).</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- “(tender)” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- “(price)” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- “(rand value)” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- “(tender for income-generating contracts)” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- “(the Act)” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).



### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will

apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals (HDI)</b>	10	
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	
3. An EME or QSE or any entity which is at least 51% owned by women	4	
4. An EME or QSE or any entity which is at least 51% owned by people with disability	2	
5. An EME or QSE or any entity which is at least 51% owned by youth.*	2	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;



- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....SIGNATURE(S) OF TENDERER(S)

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Construction Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>

3. I hereby declare under Oath that:

The Enterprise is \_\_\_\_\_% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%

Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ the annual Total  
Date/ month / year

Revenue was R10, 000,000.00 (Ten Million Rands) or less

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp



## SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Construction Business:</b>	
<b>Definition of “Black People”</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
<b>Definition of “Black Designated Groups”</b>	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%

Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Day/ month / year

(the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp





## PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

BID NUMBER: ID3169518

**BID/ PROJECT DESCRIPTION: SERVICE, REPAIR AND MAINTENANCE OF FIRE FIGHTING EQUIPMENT FOR A PERIOD OF 12 MONTHS FOR GROUP 28 AT TELKOM TOWERS, 152 JOHANNES RAMOKHOASE, PRETORIA.**

### 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

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

## 35. Prohibition of restrictive practices

### General Conditions of Contract

#### 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.



- 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 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.



- 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
  - (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

- 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:
- (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.

#### **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.

## 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.