



POLOKWANE MUNICIPALITY

BID NUMBER: PM37-24/25

TENDER DESCRIPTION:	APPOINTMENT OF ONE (01) SERVICE PROVIDER FOR SUPPLY,DELIVERY AND INSTALLATION OF STANDBY GENERATORS .
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NAME OF BIDDER:

CSD NUMBER:

CONTACT NUMBER

EMAIL ADDRESS:

TOTAL BID AMOUNT: _____

Document Prepared by:

Polokwane Municipality
 Corner Landross Mare and Boddeinstein Street
 Polokwane
 0699

CLOSING DATE: 18 NOVEMBER 2024 @ 10H00

Documents must be deposited in the bid box not later than **10:00 on 18 November 2024** when bids will be opened in public.

Bidders must contact the following officials for any enquiries:

- Technical enquiries: (015) 290 2626 Tumelo Makwela / Ms. Dorcus Shai
Tumelom@polokwane.gov.za/ Dorcuss@polokwane.gov.za
- Supply chain enquiries: Mr Tiro Pilusa: 015 290 2148 tirop@polokwane.gov.za

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

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

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in Government Gazette 22549, dated 10 August 2001, in terms of which provision is made for this policy.

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

8. Bid offers will be rejected if the bidder has abused the Polokwane Municipality supply chain management system.

9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.

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

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

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

Signed by Bidder



**PART A
INVITATION TO BID**

MBD1

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

BID NUMBER:	PM37-24/25	CLOSING DATE:	18 November 2024	CLOSING TIME:	10H00
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DESCRIPTION	APPOINTMENT OF ONE (01) SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF STANDBY GENERATORS.
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT Polokwane Municipality, Civic Centre, corner Bondenstein and Landdros Mare Street not later than 10:00 on **18 November 2024**.

An official and compulsory briefing session will not be applicable for this project

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

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

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

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

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CIDB GRADING	3 EB OR HIGHER .				
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	Mr Tumelo Makwela /Ms.Dorcus Shai	
CONTACT PERSON	Mr. Tiro Pilusa		TELEPHONE NUMBER	015 290 290 2626/015 290 2623	

TELEPHONE NUMBER	015 290 2148	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	tumelom@polokwane.gov.za/ Dorcus s@polokwane.gov.za
E-MAIL ADDRESS	tirop@@polokwane.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SCHEDULE OF CONTENTS

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



BID NO: PM37-24/25

BID DESCRIPTIONS: APPOINTMENT OF ONE (01) SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF STANDBY GENERATORS.

DIRECTORATE: WATER AND SANITATION

BUSINESS UNIT: WATER AND SANITATION

Bids are hereby invited for the **APPOINTMENT OF ONE (01) SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF STANDBY GENERATORS**

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

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

The Municipality shall adjudicate and award bids in accordance with preference points of 80/20-point system, 80 points for the price and 20 points for specific goals. Prospective bidders must accept that the bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (ninety) days. The Council also reserves the right to negotiate further conditions and requirements with the successful bidder

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

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

RESPONSIVENESS AND EVALUATION CRITERIA

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

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

EVALUATION OF BIDS

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

PLEASE NOTE

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

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

BID NO:PM37-24/25

I/We, the undersigned:

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

Signed atthis Day of (Year)

Signature of the Bidder: _____

Name of Bidder: _____

Professional Registration No, if any, attach proof)

Address: _____

Date: _____

As Witness: 1. _____

2. _____

Particular of Sole Proprietors and partners in partnerships

Name	Identity Number	Personal Income Tax Number

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

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

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

by virtue of _____

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

Signature of authorized person: _____

Name of Firm: _____

Postal Address: _____

Date:

As witness: 1. _____

2. _____

Please Note:

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

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

Bank account details of bidder:

Bank: _____

Branch: _____

Branch Code: _____

Accounting Number: _____

Type of Account: _____

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

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

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

BIDDING INFORMATION

Details of person responsible for bidding process

Name _____

Contact number _____

Address of office submitting bid _____

Telephone _____

Fax no _____

E-mail address _____

VAT Registration Number _____

AUTHORITY FOR SIGNATORY

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

An example for a company is shown below:

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

Mr/Ms. _____

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

Contract _____ No _____

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

Signed on behalf of the company:

In his/her capacity as:

Date: _____

Signature of signatory

As witness: 1. _____

2. _____

GENERAL UNDERTAKINGS BY THE BIDDER

DEFINITION

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

by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994

19. **“Tender for income-generating contracts”** Means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions

INTERPRETATION:

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

I/we hereby tender:

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

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

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

I/we agree further that:

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

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

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

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

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

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

Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

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

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

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

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

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

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

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

General Conditions of Contract

1 DEFINITION

The following terms shall be interpreted as indicated:

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

and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

1.26 “Tort” means in breach of contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

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

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

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

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

14. Spare parts

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

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

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

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

15. Warranty

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

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

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

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

purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

16.3 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration

and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available. 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties

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

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) If the supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or

other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first- mentioned person, and with which enterprise or person the first- mentioned person, is or was in the opinion of the purchaser actively associated.

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

- (i) The name and address of the supplier and / or person restricted by the purchaser;
- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and
- (iv) The reasons for the restriction.

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

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

24. Antidumping and countervailing duties and rights

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

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

25. Force Majeure

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

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

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without

compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

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

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

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

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

28. Limitation of Liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

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

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

GENERAL PROCEDURES

1 General Directives

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

2 Issuing of bid documents

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

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

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

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid. No line function staff should be allowed to

communicate with potential bidders without the approval by the Manager: Supply Chain Management Unit.

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

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

3 Payment of bid documents

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

4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

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

5 Public advertisement must contain the following:

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

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

8 The following information must appear in any advertisement:

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

9 Site meetings of briefing sessions (if applicable)

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

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

10 Handling of bids submitted in response to public invitation

10.1 Closing of bids

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

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

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

10.2 Opening of bids

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

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

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

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

10.3 Validity Period of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid

closure endorsed on the front cover of the bid document.

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

10.4 Consideration of bids

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

10.5 Evaluation of bids

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

11 Compliance with bid conditions;

- Authority to sign filled in full
- All Pages initialed
- Certified ID Copies of All Directors/Members/Shareholders of The Company/Business (If JV, For Both)
- Valid original tax compliance status (If JV, For Both)
- CIDB Grade
- Joint venture agreement (Where applicable)
- Bill of quantity in black ink
- Signed for all alteration and in the BOQ
- CV & Qualification
- Bank rating/guarantee
- Central Supplier Database (CSD) report (If JV, For Both)
- Company certificate
- Form of offer filled in full
- Municipal rates and taxes/Lease agreement/Local tribal authority letter (**For company and all the directors**) not more than 3 months
- Completed and signed Invitation to bid **(MBD1)**
- Completed and signed declaration of interest **(MBD4)**
- Completed and signed declaration for procurement above R10 million (Including tax) **(MBD5)**
- Completed and signed preference points claim form **(MBD6.1)**
- Completed and signed declaration on past SCM practices form **(MBD8)**
- Completed and signed certificate of independent bid determination **(MBD9)**

12 Meeting technical specifications and comply with bid conditions;

13 Financial ability to execute the contract; and

14 Evaluation of bids on functionality and price

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

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

- I. The number of points scored for specific goals objectives must be calculated separately and must be added to the points scored for price.
- II. Only bid with the highest number of points will be selected.

16 Acceptance of bids

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

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

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

A register or records should be kept of all bids accepted

17 Publication of bids results

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

18 Cancellation and re-invitation of bids

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

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

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

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

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

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

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

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

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

BID NUMBER: - PM37-24/25

**BID DESCRIPTION: APPOINTMENT OF ONE (01) SERVICE PROVIDER FOR SUPPLY,
DELIVERY AND INSTALLATION OF STANDBY GENERATORS**

1. SPECIAL CONDITION

- The bidder must attach proof of CIDB grading of 3EB or 3ME or higher
- All materials used must be SABS /SANS approved.
- Service provider shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act (OHSA) No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.
- Standby generators must be supplied with a minimum of 12 months' warranty after commissioning and acceptance of generator set by client.
- The project will be six (6) months after the signing of the service level agreement.

2. SCOPE OF WORK

- 2.1. Bidders are expected to render a service for supply, delivery and installation the following standby generators;
- i. 1000 KVA Standby Generator at Dalmada Water treatment works, and
 - ii. 200 KVA Standby Generator at Polokwane Ext 29 Pump Station.

3. DETAILED SPECIFICATIONS:

Introduction

The Standby Generators will be designed to act as a backup electrical source to the normal grid electrical supply.

The Standby Generators will be automatically controlled by its own integrated control systems to switch into operation and assume load when the grid supply is interrupted for whatever reason.

Compliance Standards

The standby generators and its subsystems will comply with the standards listed in Table 1 below.

Table 1: Standby Generator Compliance Standards

Reference	Title
IEEE 126	Recommended Specification for Speed Governing of Internal Combustion Engine/ Generator Unit
IEC 60034	Rotating Electrical Machines (all relevant parts)
SABS 1652	Battery chargers - industrial type
SABS 1186	Symbolic Safety Signs - Amendment No. 1 May 1993
IEC 60529	Degrees of Protection Provided by Enclosures
IEC 60529	Degree of Protection Provided by Enclosures
API 650	Welded Steel Tanks for Oil Storage
SABS 0131	The Storage and Handling of Liquid Fuel - Amendment No. 2: August 1989
IEC 60439	Low Voltage Switchgear and Control gear Assemblies

003428-28	Corrosion Protection of Electrical and Instrumentation Equipment
SABS 1507	Electric Cables with Extruded Solid Dielectric Insulation for Fixed Installations (300/500 to 1900/3300 V)
SANS 1574	Electrical Cables and Flexible Cords

Operating Performance

The Standby Generators will meet the performance and Operating Limit requirements according to 60034-22 Clause 9 as listed in the Technical Data Sheets.

The Standby Generators will meet the voltage regulation requirements according to IEC 60034-1 clause 7.3.

The Standby Generators will be capable of accepting and withstanding an instantaneous resistive step load as stated in the Technical Schedules one single switch action without tripping.

System Components

The Standby Generators will comprise a system complete with all the following components and subsystems:

Diesel Engine, including:

- Fuel system, including storage (capable of supplying the rated load for 10 hours)
- Cooling system
- Starting system
- Speed governor
- Engine protection and alarms
- Instrumentation
- Internal wiring
- Exhaust system

Alternator, including:

- Alternator
- Excitation system and automatic voltage regulator
- Power terminals
- Protection and alarms
- Instrumentation and control IEDs
- Earthing
- Internal wiring

Standby Generator Switchgear and Controls, including

- Generator main breaker
- Generator control gear including interface with ATS control gear
- Terminals for connection of telemetry, sensing voltages
- GSM Cellular Monitoring System

Standby Generator assembly and enclosure, including

- Skid type base frame
- Engine-to-generator coupling
- Weatherproof and sound attenuating enclosure
- Fire protection
- Signs and notices

Engine and Mechanical Systems

Compliance Standards

The engine and associated systems will comply with the standards listed in Table 2 below.

Table 2: Engine Compliance Standards

Reference	Title
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ISO 8528	Reciprocating internal combustion engine driven alternating current generating sets
ISO 8528-2	Reciprocating internal combustion engine driven alternating current generating sets - Part 2: Engines
BS 5514-5	Reciprocating Internal Combustion Engines: Performance - Part 5: Torsional Vibrations
ISO 3046-1	Reciprocating Internal Combustion Engines: Performance - Part 1: Standard Reference Conditions and Declarations of Power, Fuel Consumption, and Lubricating Oil Consumption. Amendment No. 1: 1987.
ISO 3046-4	Reciprocating Internal Combustion Engines: Performance – Part 4: Speed Governing

General Specifications

The Standby Generator engine will comply with the following:

- it must be of proven reliable standard design;
- it must be suitable for cold starting;
- its operating speed must be 1,500 rotations per minute;
- it must be diesel driven;
- it must include a PID speed governor;
- it must be water-cooled;
- it must be turbo charged;
- it must include a high-pressure fuel injection system suitable for operation on standard commercially available diesel;
- the engine will run free of excessive vibration at normal operating speed under loading conditions from no-load to 110% of rated full load;
- the engine will be electrically earthed; and
- the engine-generator combination will be analysed to ensure a fully functional design.

Protection from Moving Parts

All moving parts of the Standby Generator will be covered with safety protection devices to ensure that persons are not exposed to danger. The design of the covers will be so as not to affect the Standby Generator operation.

The following parts will be covered:

- Rotating parts like flywheels, vibration dampers, v-belts and v-belt pulleys
- Fan for cooling system
- Radiant heated parts and pipes
- Any additional parts which could be damaged or can be dangerous to the persons without protection.

Rating

The engine will be capable of driving the generator required at the specified output under site conditions, even when the generator is supplying impact loading. The engine will deliver full load at site conditions within the starting period. The output of the engine will be the net output at site

The engine output will be rated such that the generator set output terminals meets or exceeds the power ratings specified in the Technical Data Sheets.

Rating and de-rating will be applied in compliance with SANS 3046-1 and SANS 85281.

Engine reference conditions are as per SANS 3046-1: total barometric pressure of 100kPA, ambient air temperature of 25°C, charge air coolant temperature of 25°C and relative humidity of 30%.

Diesel Engine Starting

The Standby Diesel Generator starting system will comply with the following:

- The Standby Generator will have a 24V electrical starting motor with accompanying 24V lead acid batteries rated to start the unit 6 times without recharging.
- The batteries will be mounted separately from the engine, in a drip tray and close to the starter motor.

- The battery ratings will be selected to suit the starting current requirements of the diesel engines.
- Battery manufacturing dates, serial numbers and warranty information must be included in the handover documents.
- Battery serial numbers are to be clearly marked on batteries.
- The diesel engine will be equipped with a sump and/or cylinder head heater to ensure proper starting at low ambient temperature.

Governor

The diesel engine will be fitted with a speed governor as per the Technical Schedules.

To allow possible future parallel operation the governor will be able to operate as a proportional integral differential governor as stated in SANS 8528-2.

Engine Fuel System

The Standby Generator fuel system will be designed for operation on locally commercially available diesel as used in motor vehicles. The fuel system will be designed and installed in accordance with the manufacturer's recommendations and must not be adversely affected by any vibration caused by the engine. The fuel system will also consist of the following:

- a built-in lockable fuel day tank with a capacity as per the Technical Schedules.
- separate visible fuel gauge at filling valve

The following will be adhered to for refueling and maintenance:

- The fuel tank filling valve will be situated to allow for easy access.
- The day fuel tank must include a removable bolted and gasket sealed inspection hatch must be available for inspection.
- Dry quick couplings must be installed such that they are easily accessible.

Lubricating Oil System

The lubrication oil circulation will be provided by a shaft driven oil pump. This oil pump will be fitted with a suction filter and a discharge filter. Pressure lubrication will be provided to all parts requiring lubrication.

The oil system will be designed to allow the oil to return to the lubrication oil sump by gravity feed.

Cooling Water System

The diesel engine cooling will be provided by a closed cooling water system with an air-cooled radiator.

Fire Protection

The diesel engine and the fuel supply system will be protected by the automatic fire fighting system which will close a spring-loaded valve when temperatures rise above the safe level. The pipes connecting the fuel tank to the valve will be fireproof. The spring-loaded system will be designed to prevent chafing of the tension cable.

The diesel engine will be designed so that it will not be damaged by the inadvertent operation of the automatic fire fighting system.

Engine Aspiration Air Intake

The air intake will be fitted with an intake air filter. The filter element will be a replaceable dry cartridge type filter.

Exhaust System

The exhaust system silencer and piping will be insulated and protected so that there is no possibility of accidental personnel contact with any hot surface.

The diesel engine exhaust system will be provided with an in-line silencer to maintain the noise level below the limits specified in this Specification.

Flexible connections will be provided between the diesel engine and the exhaust system to allow for diesel engine movement during the operation of the diesel engine.

The exhaust system will be constructed from 3CR12 stainless steel.

The exhaust system will be suitable for either being extended horizontally to exit the Standby Generator room in the event of indoor location, or of being extended to exit vertically in the event of being housed in a soundproof outdoor enclosure.

The outflow end of the exhaust system will be orientated horizontally and must not include a rain flap.

Alternator

The alternator will be a three-phase, brushless synchronous alternator with rating as per the Technical Schedules in terms of IEC 60034-1.

The rotor will be supported on pedestal with sealed self-lubricating bearing, mounted on the same base frame as the engine.

The alternator will be direct driven by the engine with a coupling capable of accommodating any misalignment between the engine and alternator.

The alternator unit will have a rated degree of protection of IP23 in accordance with IEC 60034-5.

The ends of the alternator phase windings will terminate in a suitable terminal box with sturdy terminals. The windings ends will be suitably supported to prevent flexing.

Compliance Standards

The alternator and associated systems will comply with the standards listed in Table 3.

Table 3: Alternator Compliance Standards

Reference	Title
IEC 60034	Rotating Electrical Machines (all relevant parts)

IEC 60034-1	Rotating Electrical Machines Part 1: Rating and performance
IEC 60034-16	Rotating Electrical Machines Part 16: Excitation systems for synchronous machines
IEC 60034-22	Rotating Electrical Machines Part 22: AC generators for reciprocating internal combustion (RIC) engine driven generating sets
IEC 60072	Dimensions and output series for rotating electrical machines (all relevant parts)
IEC 62114	Electrical insulation systems (EIS) - Thermal classification
Reference	Title
ISO 8528-3	Reciprocating internal engine driven alternating current generating sets: Part 3: alternating current generators for generating sets
IEEE 115	Test Procedure for Synchronous Machines
SABS 1507	Electric Cables with Extruded Solid Dielectric Insulation for Fixed Installations (300/500 to 1 900/3 300 V)
SANS 1574	Electrical Cables and Flexible Cords

Insulation

The stator and rotor windings will have a thermal insulation rating as per the Technical Schedules.

Excitation and Automatic Voltage Regulator (AVR)

The excitation system will be a brushless AC exciter with rotating rectifiers as defined in IEC 60034-16.

The alternator will be equipped with a fast-acting AVR, the power supply to which will be form of either a permanent magnet or auxiliary windings mounted in the main stator.

The alternator and AVR combined will comply with the voltage regulation requirements stipulated IEC 60034-1 clause 7.3. These requirements will apply over the full load range from no-load to 110% of full load, with a power factor from 0.8 lagging to unity.

The alternator and associated systems will ensure that the total harmonic distortion (THD) of the terminal voltage under no load conditions will not exceed 2%.

Load Conditions

Unbalance

The alternator and associated systems will be capable of provided rated output continuously with a negative phase sequence load current up to and including 10 % of the rated current as per clause 7.2 of IEC 60034-22.

Sustained short-circuit

The excitation and AVR systems will ensure a sustained three phase short-circuit current at the generator terminals of higher than 300% of normal rated current for at least three seconds.

Alternator Main LV Panel

The alternator circuits will be terminated in a main generator control and LV panel, which will comprise a floor-standing, mild steel sheet, painted, totally enclosed type with:

- hinged front doors fitted with robust square-key type rotating door-closers,
- screw or bolt assembled removable rear panels
- hinged panel front sections with robust square-key type rotating door-closers with cut-outs for the instrumentation,
- removable gland plates installed in such a manner as to allow for the termination of up to ten 4-core 300mm² main power cables, as well as the required auxiliary power and control and instrumentation cables, and

- screens from a see-through polycarbonate resin thermoplastic material to screen the live busbars from the panel front for safety purposes.

The panel will have sufficient space for terminating the power cables from the ATS Panel and for terminating the power cables to parallel connected Standby generator (in the event of multiple units) as well as the control and instrumentation cables.

Alternator Circuit Breaker

The alternator will be protected by means of a three-pole motorised LV circuit breaker. The alternator circuit breaker will be compliant with IEC 60947-2 and its will be rated in accordance with the Technical Schedules.

The alternator circuit breaker will be equipped with electrical trip and close coils and be controlled by its generator controller to close and open in response to grid failure and restoration events.

The alternator circuit breaker will be installed in the Alternator Main LV Panel.

The alternator circuit breaker will be integrated with the following protection functions:

- Overcurrent (definite and inverse definite time)
- Earth fault (definite and inverse definite time)
- Reverse power
- Over and under frequency
- Loss of excitation

Grid Phase Rotation

The alternator will be configured to match the phase rotation of the existing grid low voltage three phase supply, which will be determined by the Contractor by means of on-site tests.

The Contractor should not assume that the phase rotation of the existing grid low voltage three phase supply is anti-clockwise or the opposite.

Earthing

The generator will be fitted with a main earth terminal for connecting it to the relevant external earth electrode. The generator earth terminal will be in the form of a solid copper earth bar fitted in the main alternator LV panel.

Outdoor Enclosure

General

Where called for the Standby Generator and all its component will be enclosed in an outdoor weatherproof mild steel enclosure.

The enclosure will meet the following requirements:

- It will be of sturdy construction and be suitable for continuous outdoor use.
- Its manufacturing will include de-scaling, de-rusting, priming and final coating in enamel paint to a colour to be agreed with the owner.
- The colour of the outer finish will be selected by the Employer.
- The enclosure roof will comprise a seamless steel panel without any joints, and it will have a slope of at least 10° to the horizontal to allow rain to run off.
- The area where the generator exhaust system passes through the enclosure roof will be sealed against water ingress by means of overlapping steel flanges.
- The enclosure roof panels will be bolted to the rest of the frame in a manner which enables the removal of the panels in the event that an engine, alternator or control panel has to be removed or replaced.

Base Frame

The generator and alternator will be mounted on an integrated steel base frame, which will also form the frame onto which the steel enclosure is mounted.

The base frame will be designed as a strong welded steel construction, and all key components of the Standby Generator will be mounted on this frame.

The base frame and the overall enclosure will be designed to be placed on a level concrete foundation.

External connections such as pipes, cables, hoses, ducts, etc. will be provided with flexible elements to cope with the vibration during the operation of the unit.

Lifting points will be provided at the base frame to allow the lifting of the complete Standby Generator by means of an overhead crane. The lifting points will be positioned in such a way to prevent the damage of the Standby Generator during lifting.

The based frame will include at least four suitably and symmetrically placed jacking pads which will be accessible for rigging purposes.

The mounting of the components onto the base frame will include vibration damping measures in accordance with ISO 8528-5.

Ventilation and Cooling

The enclosure will be designed such that all spilled fluids (coolant fluids, fuel, lube oil, water, and battery fluids) will be collected by means of rigid mounted drip trays provided with drain connections (valve).

The collection volumes of these drained fluids will be designed to facilitate the periodic emptying thereof by operating personnel.

The areas underneath all fuel and oil filters and batteries will be provided with drip trays provided with drain connections.

The enclosure's ventilation and air flow aspects will be designed to meet the cooling requirements of the generator, alternator, and other components without compromising the rated output of the Standby Generator.

The hot air from the cooling system will be ducted to a suitably sized and positioned exhaust louver.

Inlet and outlet louvers will be styled to prevent the ingress of rain and will be located to prevent hot air re-circulation.

The exhaust will penetrate the enclosure in a manner to allow for vertical exhausting with a weatherproof cover allowing for thermal expansion and to prevent the ingress of rain or water.

Sound Attenuation

The generator enclosure will be constructed with sound attenuation measures to limit sound emissions to the limits set out below. The measures will include soundproofing material which will be fixed in a manner that will prevent the material from becoming detached due to vibration and aging.

The maximum noise pressure level emitted by each Standby Generator when operating at full rated capacity will be 65 dB(A) at ground level in any direction at a distance of 10m away from the enclosure.

Doors and Locking Mechanisms

All enclosure doors will be equipped with locking mechanism to accommodate door locking by means of conventional padlocks with a shaft diameter of at least 8mm.

Electrical and Lighting

The inside of the enclosure will be fitted with an LV AC and DC distribution board to supply various auxiliary loads. This LV AC and DC distribution board may be either dedicated or integrated as part of the alternator main LV panel.

The enclosure will include the following LV AC and DC facilities:

- indoor overhead mounted 230V AC fluorescent lights, switched via bulkhead mounted light switches mounted close to the doors at the control panel and powered from the 230V auxiliary supply;
- the 230VAC lights will be strategically positioned to illuminate important working areas at the engine, alternator, and at the main LV alternator switchgear panel;
- a low power consumption DC emergency light will be provided at the control area in the enclosure. This light will be supplied from DC from the engine starter batteries.
- an industrial quality 230V AC switched socket outlet, installed in a suitable position at the alternator main LV panel. The switched socket outlet will be a conventional 3-pin type, and it will be protected by a 15A SP, 6kA circuit breaker and an earth

leakage unit. It will be supplied from the 230V AC auxiliary supply originated from the substation LV circuits into which the Standby Generator is integrated.

Signage

The enclosure will be equipped with all statutory safety, cautionary and unit identification notices in durable material such as stenciled epoxy painted aluminum sheeting.

ATS Panels

General

The transfer of loads between grid and generator supplies will be done by means of automatic transfer switches (ATS') mounted in dedicated ATS panels which will be supplied as part of the Standby Generator, or as on-board ATS panels as specified in the Technical Schedules.

The number of circuits to be switched between the two sources will depend on the point at which the generator is integrated into the grid networks. The ATS arrangement will comprise one pair of mechanically interlocked circuit breakers for each circuit to be switched. In cases where a main LV switchboard is supplied from multiple 11,000/400V distribution transformers, the incoming LV supply from each transformer will be passed through its own ATS switchgear set.

The number of ATS panels set and the ratings of each panel will be as detailed in the Technical Schedules and the Bill of Quantities.

Compliance Standards

The ATS panels and components will comply with the standards listed in Table 4.

Table 4: Switchgear and ATS Compliance Standards

Reference	Title
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SANS 1973-1	Low-voltage switchgear and controlgear assemblies Part 1: Type-tested assemblies with stated deviations and a rated short-circuit withstand strength above 10 kA
SANS 60439-1	Low-voltage switchgear and controlgear assemblies Part 1: Type-tested and partially type-tested assemblies
SANS 60439-3	Low-voltage switchgear and controlgear assemblies Part 3: Particular requirements for low-voltage switchgear and controlgear assemblies intended to be installed in places where unskilled persons have access for their use - Distribution boards
IEC 60947	Low-voltage Switchgear and controlgear (all relevant parts)
IEC 60947-1	Low-voltage Switchgear and controlgear - Part 1: General rules
Reference	Title
IEC 60947-2	Low-voltage Switchgear and controlgear - Part 2: Circuit breakers
IEC 60947-6 1	Low-voltage Switchgear and controlgear - Part 6: Multiple Function Equipment Section 1 - Automatic Transfer Switching Equipment.
SANS 10142-1	The wiring of premises. Part 1: Low-voltage installations

Panel Construction

Each ATS Panel will comprise a floor standing totally enclosed type panel, manufactured from sheet steel, for indoor or outdoor use as stated in the Technical Schedules.

Each ATS Panel will have hinged front doors fitted with robust square-key type rotating door-closers and cut-outs for the ATS controllers. The hinged front doors will close the full face of the boards so that none of the internal equipment and or modules are visible or accessible from the outside.

The ATS Panels will have screw or bolt assembled removable rear panels.

The ATS panels will be fitted with screens from a see-through polycarbonate resin thermoplastic material, barricade access to the live busbars from the front when the panel doors are opened.

ATS Panels will be completely sealed by means of gland plates to prevent rodents from entering the panel either from the cable trench or from any other direction.

Each ATS Panel will be manufactured from sheet steel with appropriate dimensions to accommodate the equipment specified for the application.

ATS Panels will have a weatherproof IP55 rating in accordance with IEC 60529.

The following requirements will apply in configurations where two or more ATS Panels are installed together to transfer loads from multiple mains grid incomer circuits, supported by a single generator or a single set of synchronised generators:

- The Generator side terminals of the generator ATS circuit breakers will be interconnected with each other by means of continuous solid copper busbars, all contained within the ATS Panels in a distribution board style arrangement. • Flexible cable connections between these terminals will not be acceptable.
- The earth busbars of all ATS Panels will be interconnected to form an integrated earth bar.

Cables, Cable Terminations and Busbars

The ATS Panels will include suitably sized three phase and neutral busbars and flexible connections manufactured from copper to connect all power circuits. Separate cable termination busbar sections will be provided in each ATS Panel for the following cables:

- power cables from the grid source;
- power cables from the generators; and
- outgoing cables to the loads.

The ATS panels will be designed to allow cable access by multiple large cables with easy and flexible access by the cable cores to each cable termination position.

The ATS panel will include a suitably sized earth bar and associated earthing equipment in compliance with the listed standards for terminating the connecting conductors to the generator earth and the main substation earth bar.

The ATS panel will include a robust gland plate to support the multiple cable glands, the gland plate will be from stainless steel in the event that 4-core power cables are used, and from a rigid synthetic non-conductive and non-magnetic material in the event that single core power cables are used.

Provision will be made in the ATS Panel for the periodical connection and disconnection of dummy load power cables on the ATS Panel Generator terminals or busbars for test purposes during the operating life of the Standby Generator.

These connections may be used for on-site on-load tests of the generator during its operational life using mobile dummy loads. These loads will be connected to the ATS Panel Generator terminals, thereby allowing connecting and energising of dummy loads via the generator whilst the ATS switches are in the Mains position, i.e. without affecting the grid supply to the LV switchboard.

This provision will comprise pre-drilled holes in the busbars, equal in size to that provided for the primary load power cables, and the provision will be equal to at least 50% of the provision made for the permanent generator incoming power cables.

ATS Circuit Breakers

Each ATS switchgear pair will comprise two identical make and model and identically rated circuit breakers. Each circuit breaker will be motorised, and the two units will be mechanically and electrically interlocked with each other.

The ATS circuit breakers will be compliant with IEC 60947-2 and will be rated in accordance with the Technical Schedules.

Each ATS circuit breaker pair will be electrically opened and closed by a dedicated and completely separate Control panel.

The mechanical interlocking system will prevent each circuit breaker from closing if the other one is in the closed position.

The mechanical interlock system will comprise an integrated OEM (original equipment manufacturer) switchgear design. A mechanical interlock system based on a retrofit or modification of the original OEM switchgear design will not be acceptable.

The mechanical interlock system in the exact form offered, will have been type tested as part of the switchgear type tests, and it will have a proven service record for at least 5 years in other installations.

The ATS circuit breakers will be of either the three-pole or four-pole type as detailed in the Technical Schedules.

The normal current ratings of the two circuit breakers forming the ATS will be the same, and it will be based on the higher of the following two requirements:

- the normal rated capacity of the generator or set of generators from to which the ATS pair is supplied; and
- the normal rated capacity of the upstream transformer to which the ATS panel Grid input terminals are connected.

Each ATS circuit breaker will be equipped with at least four open and close auxiliary potential free contacts to serve as indication of the breaker circuit breaker position as required by the ATS control system.

Other Requirements

The ATS Panels will include:

- all the relevant voltage sensing equipment and circuitry and components.
- clearly labelled terminals to connect the specified instrumentation and control signals from the Standby Generator and other sources.

- auxiliary LV AC and DC supply circuitry for the ATS system's own requirements.
- terminals for the external; LV AC and DC auxiliary supplies for the facilities contained in the outdoor Standby Generator enclosure.

Control and Instrumentation

General

The Standby Generator will be equipped with all the control and instrumentation systems required for safe and reliable operation in accordance with the Specifications.

The ATS control system will monitor the grid supply on all phases of all the incoming grid supply terminals.

Control instrumentation Cables and Wiring

The Standby Generator will include the supply, delivery and installation of all control and instrumentation cables between the generator and ATS Panel(s) and the controller panels as required to provide the specified functions.

The cables between the Standby Generator and the ATS Panels will be listed individually in the Bill of Quantities by the Tenderer.

The ATS Panels and the alternator main LV panels will include sufficient DIN rail mounted terminals for the termination of all utilised and all unutilised cores of all control and instrumentation and auxiliary cables connected between the ATS Panels and the generator. All the cores (utilised and unutilised) of all these cables will be terminated on dedicated terminals in the ATS Panels and in the generator panels.

Generator Emergency Stop Switches

The Standby Generator Will be equipped with two emergency stop buttons:

- The Alternator Main LV Panel will be fitted with a red latch type emergency stop pushbutton switch. If the button is depressed the Standby Generator's control circuits

will cause it to be switched off with immediate effect. The switch will require manual resetting.

- A red latch type emergency stop pushbutton switch will have fitted at a strategic location on the outside of the Standby Generator enclosure. If the button is depressed the Standby Generator's control circuits will cause it to be switched off with immediate effect. The switch will require manual resetting.

Generator On-board Indication Systems

The following public safety indication systems will be fitted on the outside of the generator enclosure:

- A red “flashing” strobe light.

The strobe light will be switched on by the generator control system once a grid failure has been detected, thereby providing an advance signal that the generator is about to be started. Once the generator has started the strobe light will be deactivated.

The strobe light will also be activated for as long as any generator alarm condition is asserted.

- An audible alarm

The audible alarm will be activated by the generator control system for a duration of 1 minute only, once a grid failure has been detected, thereby providing an advance signal that the generator is about to be started.

Once the generator has started the audible alarm will be deactivated.

ATS Load Transfer Sequences

Whilst the grid supply is healthy the generator will be in the rest position with its alternator circuit breaker open, the ATS generator circuit breaker open, and the ATS grid circuit breaker will be closed.

The sequence for the transfer of loads in response to a grid supply failure is as follows:

- The generator controller will start the generator once a grid supply failure lasting more than 30 seconds is detected.
- Once the generator has been running at stable frequency and voltage for an adjustable set time, the generator controller will close the alternator main LV circuit breaker.
- If a Standby Generator comprises more than one generator unit configured to run in parallel, then the second generator will first be synchronised with the first generator by closing the second generator, after which the consolidated outgoing generator circuit breaker will be closed;
- Once the ATS controllers' senses that a stable supply (frequency and voltage) from the generator is sustained for adjustable set time at the ATS panel incoming generator terminals, it will open the ATS grid circuit breaker and close the ATS generator circuit breaker.
- If the installation comprises more than one ATS circuit (each comprising a grid-generator switchgear pair), then the ATS generator circuit breakers will not close simultaneously, but in sequence, with adjustable time delays between their closing operations, the default delay between circuits being 5 seconds;

The sequence for the transfer of loads in response to the restoration of the grid supply is as follows:

- The restoration sequence will be initiated only once the ATS controllers have detected that a healthy grid supply has been restored and sustained for an adjustable time (the default of which is 30 seconds).
- The generator circuit breaker in each ATS Panel will be opened.
- After an adjustable time period (to allow for de-energization of motor loads), the grid main circuit breaker in the first ATS Panel will close.
- If the installation comprises more than one ATS circuit (each comprising a grid-generator switchgear pair), then the grid circuit breakers will not close simultaneously, but in sequence, with adjustable time delays between their closing operations, the default delay between circuits being 2 seconds;
- Once the ATS grid circuit breakers have been closed, and provided that the grid supply remains healthy, the generators controller will open the alternator main LV circuit breaker, and thereafter shutdown the generator with due consideration of its cooling down cycle.

ATS Voltage Selection on 400/230V AC Supplies

The ATS system will include a voltage selection system which will ensure that all 400/230V AC loads (such as circuit breaker spring charge motors) are switched to a stable supply (grid vs. generator) and is not exposed to transient voltages associated with generator start-up and shut-down conditions.

The voltage section system will by default switch the supply to the grid 400/230V AC source provided it is energised and stable, failing which it will switch to the generator 400/230V AC source.

ATS Shedding of Non-Essential Loads

The ATS Panels will include terminals to facilitate the shedding of non-essential loads when the remainder of the ATS loads are supplied from the generator.

The requirements for these signals are as follows:

- For each ATS circuit breaker pair, the ATS control system will provide sets terminals connected to "load shed" potential free auxiliary contacts, installed in the ATS panel, and to which non-essential load control relays can be connected to by others.
- The "load shed" auxiliary contacts will provide indication that the substation's LV supply is not from the grid, and it will comprise three independent potential free contacts of which all terminals are terminated on separate terminals, i.e. six terminals in total.
- The "load shed" signals will be implemented as repeat versions of the auxiliary contact of the ATS "Grid" LV circuit breaker. The contacts will be in the closed position when the ATS "Grid" circuit breaker is in the open position, and in the open position when the ATS "Grid" circuit breaker is in the close position.
- In the event of ATS panels comprising more than one ATS circuit breaker pair, a dedicated set of "load shed" terminals will be provided for each ATS circuit breaker pair.

ATS: Generator Overload Load Shedding Signal

Each ATS Panel will be fitted with a pair of "overload load shedding" terminals which will be connected to a potential free contact originated at the generator controller.

The generator controller will assert the "overload load shedding" signal if the generator is experiencing an overload condition based on under frequency, overcurrent and or winding overheating.

This signal may be used to activate an emergency load shedding scheme which might shed non-essential loads, thereby preventing a generator overload event.

ATS Energy Meter

Each Standby Generator will include Landis + Gyr Type ZMD405CT44.2407 energy meter(s) and associated current transformers to record the energy and demand supplied via the ATS Panels to the loads. The placement of these meters will be as per the Technical Schedules and SLD.

This meter will measure the loads of the primary load circuits via Class 1.0 current transformers with appropriately selected ratios, installed on the load side of the ATS switchgear.

The energy meter(s) will be supplied complete with a Landis + Gyr Type CU -E22 Ethernet communication module.

A "*Generator Active*" potential free indication signal will be sourced from the generator controller and wired to one of the binary inputs of the energy meter. The meter will be configured to keep a date and time stamped log of when this signal is asserted and de-asserted.

Voltage Monitoring Relays

Any voltage monitoring relay that is used in the system to monitor the presence of 3 phase 400V AC shall have a minimum of two normally open dry contacts that change state when

abnormal conditions are detected. One shall be used for the SMS monitoring system and the other may be used for the automatic transfer system.

There shall be a standalone voltage monitoring relay, with the required protection, that monitors only the generator 3 phase 400V AC voltage.

There shall be a standalone voltage monitoring relay, with the required protection, that monitors only the mains 3 phase 400VAC voltage.

Acceptance Tests and Training

Type Tests

The Standby Generator engines and alternator will be certified as having passed the relevant type tests at an accredited testing station.

Full Type Test Certificates/Reports will be submitted after contract award.

Factory Acceptance Tests

Routine Tests

The Standby Generator will undergo Routine Tests as part of the Factory Acceptance Tests at the manufacturer's works before delivery to site.

The Engineer may opt to witness the Routine Tests component of the Factory Acceptance Tests.

The Contractor will submit the proposed generator and ATS controller configuration and settings files in the proprietary controller format to the Engineer for review at least four weeks prior to the factory acceptance tests

The Routine Tests will include operational load tests and comprehensive system functional tests over the full operating load range and for all operational scenarios.

Routine Tests will be conducted in accordance with NEMA MG-1 and IEC 60034-1.

The Contractor will compile and submit a comprehensive test results report to Employer's Representative within five working days after the tests.

The Standby Generator will only be certified by the Engineer as being ready to be delivered to site once the Standby Generator has passed all Routine Tests, and after the Engineer has received and accepted the documented results of the Routine Tests.

Special Tests

The Standby Generator will undergo Special Tests as part of the Factory Acceptance Tests at the manufacturer's works before delivery to site.

The Engineer will witness the Special Tests component of the Factory Acceptance Tests.

The Special Tests will include the tests listed in the Technical Schedules.

During the test run(s), temperatures, engine fluid pressures and fuel consumption will be measured and recorded.

The Standby Generator will only be certified by the Engineer as being ready to be delivered to site once the Standby Generator has passed all Special Tests, and after the Engineer has received and accepted the documented results of the Special Tests.

Site Acceptance Tests

The Standby Generator will undergo Site Acceptance Tests after it has been installed and configured on site.

The Engineer will witness the Site Acceptance Tests.

The Site Acceptance Tests will include complete system functional tests.

Prior to the commencement of the Site Acceptance Tests the Contractor will complete the following preparations:

- Inspect the installation in the presence of the employer to ensure satisfaction therewith and report to the Employer such aspects of the installation that may prevent commissioning.
- Once the installation work by others has been approved, proceed with connecting all control and data cables and test the cable installation for correctness.
- Do a first filling with of all required lubricants and chemicals and provide and install all consumables necessary before operation.
- Remove all braces, supports and precautionary devices installed for shipping and delivery.

The Site Acceptance Tests will include the following as a minimum:

- Calibration of the fuel level sensor by simulating or forcing its position to all the relevant fuel levels (full, fuel low alarm level, empty), and proving that it provides the correct output to the Generator controller.
- Start and run the Standby Generator without it being connected to the network.
- Prove the functionality of all controls, safety devices, instrumentation, and switchgear.
- With prior arrangements with the Employer, simulate a mains failure and prove load acceptance. This test will be performed for each transformer individually and for a total grid supply failure. The test will prove the automatic start-up of the Standby Generator and it being automatically switched to take the load.
- Prove the automatic grid supply restoration sequence involving and load transfer to grid supply with automatic generator shutdown.
- Repeat this simulated power outage procedure another two times.
- Prove that the event logging and local and remote GSM alarm systems respond as specified.

Acceptance by the Employer of the Standby Generator will only follow once the Standby Generator has passed all Site Acceptance Tests and after the Engineer has received and accepted the documented results of the Site Acceptance Tests.

Training

The Contractor will provide structured once-off on-site training in the operation and maintenance of the Standby Generator.

Training will be supported with reference operational manual and the contents and sequence of presentation will be aimed at ensuring that the Employer's staff are familiarised with the Standby Generator's controllers, instrumentation and mode change switches and can operate the Standby Generator with confidence.

The employer will provide a number of 6 staff member who will attend the onsite training.

SCHEDULES OF TECHNICAL INFORMATION: 1000 KVA GENERATOR

GENERATOR PARAMETERS

The following information shall be supplied in full and in all respects for each plant and shall be submitted together with the bid

1.1. Engine 1000 KVA

NO	ITEM	REMARKS
1.	Manufacturer's Name	
2.	Manufacturer's model No. and year of manufacture	
3.	Continuous sea level rating after allowing for ancillary equipment in kW	
4.	Percentage de-rating for site conditions, in accordance with BS 551.4 a) For altitude b) For temperature c) For humidity d) Total de-rating	
5.	Net output on site in kW	
6.	Nominal speed in r.p.m.	
7.	Number of cylinders	
8.	Fuel consumption of the complete generating set on site in l/h of alternator output at : a) Full load b) ¾ load c) ½ load NOTE :	

	A tolerance of 5% shall be allowed above the stated value of fuel consumption.	
9.	Make of fuel injection system.	
10.	Capacity of fuel tank in litres	
11.	Is gauge glass fitted to tank?	
12.	Is electric pump for filling the fuel tank included?	
13.	Method of starting	
14.	Voltage of starting system	
15.	Method of cooling	
16.	Type of radiator if water-cooled	
17.	Type of heater for warming cylinder heads	
18.	Capacity of heater in kW	
19.	Method of protection against high temperature	
20.	Method of protection against low oil pressure	
21.	Type of governor	
22.	Speed variation in % a. Temporary b. Permanent	
23.	Minimum time required for as assumption of full load in seconds	
24.	Recommended interval in running hours for : a. Lubricating oil change b. Oil filter element change	

	c. Decarbonising	
25.	Type of base	
26.	Can plant be placed on solid concrete floor?	
27.	Are all accessories and ducts included?	
28.	Is engine naturally aspirated?	
29.	Are performance curves attached?	
30.	Diameter of exhaust pipe	
31.	Noise level at tail of exhaust pipe in dBA	
32.	BMEP (4 stroke) at continuous rating (kPa)	
33.	% Load acceptance to BS 5514, Part 4, with 10% transient speed drop	

1.2. Alternator (1000 KVA)

NO	ITEM	REMARKS
1.	Maker's name and model no.	
2.	Country of Origin and year of manufacture	
3.	Type of enclosure	
4.	Nominal speed in r.p.m.	
5.	Number of bearings	
6.	Terminal voltage	
7.	Sea level rating kVA at 0,8 power factor	
8.	De-rating for site conditions	
9.	Input required in kW	
10.	Method of excitation	

11.	Efficiency at 0,8 power factor and: a) Full load b) $\frac{3}{4}$ load c) $\frac{1}{2}$ load	
12.	Maximum permanent voltage variation in %	
13.	Transient voltage dip on full load	
14.	Voltage recovery on full load application in milli-seconds	
15.	Is alternator brushless?	
16.	Class of insulation of windings	
17.	Is alternator tropicalized?	
18.	Symmetrical short circuit current at terminals in Ampere	
19.	Type of Coupling	

1.3. Switchboard

NO	ITEM	REMARKS
1.	Maker's Name	
2.	Country of Origin	
3.	Is board floor mounted?	
4.	Finish of board	
5.	Make of volt, amp, and frequency meters	
6.	Dial size of meters in mm	
7.	Scale range of voltmeter	
8.	Scale range of ammeters	
9.	Ratio of current transformers	
10.	Make of hour meter	
11.	Range of cyclometer counter	

12.	Smallest unit shown on counter (Item 11)	
13.	Make/ Manufacturer of circuit breaker	
14.	Type of circuit breaker	
15.	Rating of circuit breaker in Amp and fault level in kA	
16.	Setting range of overload trips	
17.	Setting range of instantaneous trips	
18.	Make of change-over equipment	
19.	Make of voltage relay	
20.	Is control and protection equipment mounted on a small removable panel?	
21.	Type of control equipment	
22.	Make of mains isolator	
23.	Type of indicators for protective devices	
24.	Is battery charging	
25.	Are volt- and ammeters provided for charging circuit?	
26.	Is the alarm hooter of the continuous duty type?	
27.	Rating in Amps of : a. Change-over equipment b. Mains on load isolator c. By-pass switch d. Circuit breaker to outgoing feed	
28.	Is manufacture of switchboard/control panel to be sub-let?	
29.	If yes, state name and address of specialist manufacturer	

1.4. Battery

NO	ITEM	REMARKS
1.	Maker's Name	
2.	Country of Origin	
3.	Type of battery	
4.	Voltage of battery	
5.	Number of cells	
6.	Capacity in cold crank amp	

1.5. Dimensions 1000 KVA Generator set

NO	ITEM	REMARKS
1.	Overall dimensions of set in mm	
2.	Overall mass	

1.6. Spare Parts and Maintenance Facilities

NO	ITEM	REMARKS
1	Approximate value of spares carried in stock for this particular diesel engine and alternator	
2	Where are these spares held in stock	
3	What facilities exist for the servicing of the equipment offered	
4	Where are these facilities available	

1.7. Warranty

NO	ITEM	REMARKS
1	12 months' warranty on delivery of generator set.	
2	12 months' warranty after commissioning and acceptance of generator set by client.	
3	Any other warranties please state.	

SCHEDULES OF TECHNICAL INFORMATION: 200 KVA GENERATOR

GENERATOR PARAMETERS

The following information shall be supplied in full and in all respects for each plant and shall be submitted together with the bid

1.8. Engine 200 KVA

NO	ITEM	REMARKS
1.	Manufacturer's Name	
2.	Manufacturer's model No. and year of manufacture	
3.	Continuous sea level rating after allowing for ancillary equipment in kW	
4.	Percentage de-rating for site conditions, in accordance with BS 551.4 e) For altitude f) For temperature g) For humidity h) Total de-rating	
5.	Net output on site in kW	
6.	Nominal speed in r.p.m.	
7.	Number of cylinders	
8.	Fuel consumption of the complete generating set on site in l/h of alternator output at : d) Full load e) $\frac{3}{4}$ load f) $\frac{1}{2}$ load NOTE :	

	A tolerance of 5% shall be allowed above the stated value of fuel consumption.	
9.	Make of fuel injection system.	
10.	Capacity of fuel tank in litres	
11.	Is gauge glass fitted to tank?	
12.	Is electric pump for filling the fuel tank included?	
13.	Method of starting	
14.	Voltage of starting system	
15.	Method of cooling	
16.	Type of radiator if water-cooled	
17.	Type of heater for warming cylinder heads	
18.	Capacity of heater in kW	
19.	Method of protection against high temperature	
20.	Method of protection against low oil pressure	
21.	Type of governor	
22.	Speed variation in % c. Temporary d. Permanent	
23.	Minimum time required for as assumption of full load in seconds	
24.	Recommended interval in running hours for : d. Lubricating oil change e. Oil filter element change	

	f. Decarbonising	
25.	Type of base	
26.	Can plant be placed on solid concrete floor?	
27.	Are all accessories and ducts included?	
28.	Is engine naturally aspirated?	
29.	Are performance curves attached?	
30.	Diameter of exhaust pipe	
31.	Noise level at tail of exhaust pipe in dBA	
32.	BMEP (4 stroke) at continuous rating (kPa)	
33.	% Load acceptance to BS 5514, Part 4, with 10% transient speed drop	

1.9. Alternator (200 KVA)

NO	ITEM	REMARKS
1.	Maker's name and model no.	
2.	Country of Origin and year of manufacture	
3.	Type of enclosure	
4.	Nominal speed in r.p.m.	
5.	Number of bearings	
6.	Terminal voltage	
7.	Sea level rating kVA at 0,8 power factor	
8.	De-rating for site conditions	
9.	Input required in kW	
10.	Method of excitation	

11.	Efficiency at 0,8 power factor and: d) Full load e) $\frac{3}{4}$ load f) $\frac{1}{2}$ load	
12.	Maximum permanent voltage variation in %	
13.	Transient voltage dip on full load	
14.	Voltage recovery on full load application in milli-seconds	
15.	Is alternator brushless?	
16.	Class of insulation of windings	
17.	Is alternator tropicalized?	
18.	Symmetrical short circuit current at terminals in Ampere	
19.	Type of Coupling	

1.10. Switchboard

NO	ITEM	REMARKS
1.	Maker's Name	
2.	Country of Origin	
3.	Is board floor mounted?	
4.	Finish of board	
5.	Make of volt, amp, and frequency meters	
6.	Dial size of meters in mm	
7.	Scale range of voltmeter	
8.	Scale range of ammeters	
9.	Ratio of current transformers	
10.	Make of hour meter	

11.	Range of cyclometer counter	
12.	Smallest unit shown on counter (Item 11)	
13.	Make/ Manufacturer of circuit breaker	
14.	Type of circuit breaker	
15.	Rating of circuit breaker in Amp and fault level in kA	
16.	Setting range of overload trips	
17.	Setting range of instantaneous trips	
18.	Make of change-over equipment	
19.	Make of voltage relay	
20.	Is control and protection equipment mounted on a small removable panel?	
21.	Type of control equipment	
22.	Make of mains isolator	
23.	Type of indicators for protective devices	
24.	Is battery charging	
25.	Are volt- and ammeters provided for charging circuit?	
26.	Is the alarm hooter of the continuous duty type?	
27.	Rating in Amps of : e. Change-over equipment f. Mains on load isolator g. By-pass switch h. Circuit breaker to outgoing feed	
28.	Is manufacture of switchboard/control panel to be sub-let?	
29.	If yes, state name and address of specialist manufacturer	

1.11. Battery

NO	ITEM	REMARKS
1.	Maker's Name	
2.	Country of Origin	
3.	Type of battery	
4.	Voltage of battery	
5.	Number of cells	
6.	Capacity in cold crank amp	

1.12. Dimensions 200 KVA Generator set

NO	ITEM	REMARKS
1.	Overall dimensions of set in mm	
2.	Overall mass	

1.13. Spare Parts and Maintenance Facilities

NO	ITEM	REMARKS
1	Approximate value of spares carried in stock for this particular diesel engine and alternator	
2	Where are these spares held in stock	
3	What facilities exist for the servicing of the equipment offered	
4	Where are these facilities available	

1.14. Warranty

NO	ITEM	REMARKS
1	12 months' warranty on delivery of generator set.	

2	12 months' warranty after commissioning and acceptance of generator set by client.	
3	Any other warranties please state.	

MBD 3.1 PRICING SCHEDULE – FIRM PRICES (PURCHASES)

Name of bidder: - _____ Bid number:
Closing Time: 10:00
Closing date: 18 November 2024

PRICING SCHEDULE

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
1.	Supply, delivery and installation of a 1000 KVA Generator for Dalmada Water Treatment Works.	1		
2.	Supply, delivery and installation of a 200 KVA Generator for Ext 29 Sewer Pump station.	1		
Total Vat Excl.				
15% VAT				
Total Vat Incl.				

- **Cost shall include transportation.**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	MEANS OF VERIFICATION DOCUMENTS REQUIRED	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership of 51% or more by persons who are black	CSD/Company registration copy and ID Copies of directors	5	
Ownership of 51% or more by persons who are woman	CSD/Company registration copy and ID Copies of directors	5	
Ownership of 51% or more by persons who are disable	Medical report indicating disability	4	
Ownership of 51% or more by persons who are youth	CSD/Company registration copy and ID Copies of directors	4	
Ownership by persons who are residing within jurisdiction of Polokwane Municipality	municipal rates and taxes statement of account/ signed valid leasing agreement/Letter from tribal authority	2	
Total points claimed		20	

Table 2: Business entity ownership disclosure

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the

company/ firm for the preference(s) shown and I acknowledge that:

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

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

EVALUATION PROCESS AND CRITERIA

BID NO:PM37-24/25

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

1. Administrative Compliance – Phase One

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

1.2 Critical Criteria:

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

- Authority to sign filled in full
- All Pages initialed
- Certified ID Copies of All Directors/Members/Shareholders of The Company/Business (If JV, For Both)
- Valid original tax compliance status (If JV, For Both)
- CIDB Grade
- Joint venture agreement (Where applicable)
- Pricing Schedule in black ink
- Signed for all alteration and in the Pricing Schedule
- CV & Qualification
- Bank rating/guarantee
- Central Supplier Database (CSD) report (If JV, For Both)
- Company certificate
- Form of offer filled in full
- Municipal rates and taxes /Lease agreement/Local tribal authority letter (**For company and all the directors**) not older than 3 months
- Completed and signed Invitation to bid (**MBD1**)
- Completed and signed declaration of interest (**MBD4**)
- Completed and signed declaration for procurement above R10 million (Including tax) (**MBD5**)
- Completed and signed preference points claim form (**MBD6.1**)
- Completed and signed declaration on past SCM practices form (**MBD8**)
- Completed and signed certificate of independent bid determination (**MBD9**)

PHASE 2. Functionality

Bidders must score a minimum of 70 points for functionality to proceed to the next phase of the evaluation criterion. Only qualifying bidders will be evaluated further on Price and Specific Goals.

TABLE A1: Points Allocation Breakdown

FUNCTIONALITY ASSESSMENT CRITERIA	
CRITERIA	POINTS (WEIGHT)
1. Project Implementation plan	20
2. Bidder's experience in similar projects	40
3. Profile of key staff	20
4. Financial Standing/Ability to execute the project	20
OVERALL EVALUATION SCORE	100

TABLE A2: CRITERIA 1: PROJECT IMPLEMENTATION PLAN

PROJECT IMPLEMENTATION PLAN [WEIGHT: 20 POINTS]		
NUMBER OF SIMILAR PROJECTS	POINTS (WEIGHT)	POINTS ALLOCATED
Bidder provides a very good and technically sound project management plan that meet project objective	20	
Bidder provides a good and technically sound project management plan that meet project objective	15	
Bidder provides a satisfactory project plan that is generic and not tailored to address the specific project objectives	10	
Bidder provides a poor project implementation plan that is unlikely to satisfy project objectives or requirements	05	
MAXIMUM POINTS	20	

Note: Bidders' project implementation shall cover Maintenance plan, Turnaround time an etc.

	Project Implementation plan and Methodology
Poor (score 05)	The project implementation and Methodology approach is poor and is unlikely to satisfy project objectives or requirements. The bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 10)	The project implementation and Methodology approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The quality plan is too generic.
Good (score 15)	The implementation plan is specifically tailored to address the specific project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical characteristics of the project
Very good (score 20)	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the bidder has outstanding knowledge of state-of-the- art approaches. The project implementation and Methodology approach details ways to improve the project outcomes and the quality of the outputs

TABLE A3: CRITERIA 2: BIDDER’S EXPERIENCE IN SIMILAR PROJECTS

BIDDER’S EXPERIENCE IN SIMILAR PROJECTS [WEIGHT: 40 POINTS]		
NUMBER OF SIMILAR PROJECTS	POINTS (WEIGHT)	POINTS ALLOCATED
1 to 2 similar projects	20	
3 to 4 similar projects	30	
5 and above similar projects	40	
MAXIMUM POINTS	40	

Note: to indicate full names and **contact details of references** for all Similar Projects referred to. Failure to do so will result in Bidders not scoring for those projects. Furthermore, Tenderers should **attach copies of appointment letters and completion certificates** (or reference letters from clients showing progress) to score maximum points.

TABLE A4: CRITERIA 3: APPLICABLE PERSONNEL QUALIFICATIONS

APPLICABLE PERSONNEL QUALIFICATIONS [WEIGHT: 20 POINTS]		
QUALIFICATION FIELD	POINTS (WEIGHT)	ALLOCATED POINTS
Qualified Electrical Artisan with trade test <ul style="list-style-type: none"> • Artisan with 5+years • Artisan with 2-4 years • Artisan with 1 year and less 	10 07 05	
Qualified artisan in Diesel Mechanics with trade test <ul style="list-style-type: none"> • Artisan with 5+years • Artisan with 2-4 years • Artisan with 1 year and less 	10 07 05	
MAXIMUM POINTS	20	

Note: Certified Copies of all **Qualifications/Professional Registrations** referred to in the bidder's proposal are to be attached. Failure to do so will result in the Bidder Not Scoring Functionality points on the personnel. Certification of copies to be within two months of validity from the date of closure of tender.

TABLE A5: CRITERIA 4: FINANCIAL REFERENCES

CRITERIA 3: FINANCIAL REFERENCE WEIGHT: 20 POINTS		
REQUIREMENT	POINTS (WEIGHT)	ALLOCATED POINTS
Proof of funding from an Authorized Financial Service Provider OR a Credit facility with a +Balance of below R500 000.00	10	
Proof of funding from an Authorized Financial Service Provider OR a Credit facility with a +Balance of R500 000.00 or more.	20	
MAXIMUM POINTS	20	

Note: Bidders are required to attach the most recent proof of funding from Registered Financial Institutions. Failure to do so will result in loss of points.

3. Price and Specific goals– Phase Three

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

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

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

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

SPECIFIC GOALS	POINTS ALLOCATED	POINTS SCORED
Ownership of 51% or more by persons who are black	5	
Ownership of 51% or more by persons who are woman	5	
Ownership of 51% or more by persons who are disable	4	
Ownership of 51% or more by persons who are youth	4	
Ownership by persons who are residing within jurisdiction of Polokwane Municipality	2	

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

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

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

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

OR

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

$$\begin{aligned} &= \frac{35}{100} \times 3 \\ &= 1.05 \end{aligned}$$

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

DECLARATION OF INTEREST

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....

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

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

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

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

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

.....
.....

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

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

2.2 If yes, provide particulars.

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

* Delete if not applicable

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

YES / NO

3.1 If yes, furnish particulars

.....
.....

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

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD
- 6 must be completed and submitted with the bid:

¹ **Includes price quotations, advertised competitive bids, limited bids and proposals.**

² **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____(Name of Bidder)

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

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

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

_____	_____	_____
Signatory		Date
Witnesses		
1. _____	_____	_____
Full Names	Signature	Date
2. _____	_____	_____
Full Names	Signature	Date

AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____ (Name of the Bidder or Consortium)

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

Signed at _____ Date _____ Month _____ 20_____

Print Name: _____

Signature: _____

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

_____	_____	_____
Signatory		Date
Witnesses		
1. _____	_____	_____
Full Names	Signature	Date
2. _____	_____	_____
Full Names	Signature	Date