



RAND WEST CITY
LOCAL MUNICIPALITY

RAND WEST CITY LOCAL MUNICIPALITY

TENDER DOCUMENT

RWCLM-5/002/2026-2027

**REQUEST FOR PROPOSALS TO LEASE MUNICIPAL SWIMMING POOLS, WHICH ARE IN MOHLAKENG,
TOEKOMSRUS, HILLSHAVEN AND FINSBURY.**

Name of Tenderer	_____
Address	_____ _____ _____
Tel. Number	_____
Cell number	_____
Fax number	_____
E-mail	_____

**Tender box is situated at corner Second and Fedler Street, Randfontein, Stores
Department.**



Special conditions of contract and required documentation

1. The following administrative documents must be submitted with the tender document and failure to submit either may lead to your submission being declared non-responsive:

- Valid Quotation for at least ninety (90) days from the closing date and must be inclusive of VAT if the bidder is a VAT vendor.
- A tax pin compliance certificate
- CSD registration summary report.
- Original BBBEE certificate, certified copy or a EME or QSE verified affidavit in the case of EMEs and QSEs. Failure to submit either will lead in the bidder scoring no points for BBBE or Specific Goals. Must be a consolidated certificate for Joint Ventures.
- To claim 20 points of specific goals:
 - bidders must demonstrate to have at least 51% black ownership and at least 51% female ownership either on the BBB-EE certificate, Sworn Affidavit-BBB-EE qualifying Small Enterprise-General, or CSD Registration Summary Report.
- Copies of Company Registration and certified ID copies of company managing directors.
- Completed MBD FORMS.
- A current municipal account statement reflecting the bidder is not in arrears for more than 3 months, or a valid lease agreement signed by both parties the lessee and lessor or SAPS affidavit stating that the bidder not obliged to pay municipal rates. Should a company have more than one director, all directors are required to submit their municipal accounts or lease agreements.
- The Rand West City Local Municipality has approved the authorisation of a 2% Corporate Social Responsibility (CSR) Levy inclusive of vat, to be deducted from all successful service providers that are doing business with RWCLM. The Rand West City Local Municipality Corporate Social Responsibility will cover initiatives such as
 1. Education
 2. Socio-economic development
 3. Sport, Arts, Culture and Recreation
 4. Differently abled persons, previously disadvantaged grouping and marginalised communities amongst others
 5. Other Corporate Social Responsibility Initiatives

NB: No bids will be considered from persons in the service of the state.

2. BIDDERS SHOULD ALSO TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- The Rand West City Local Municipality Supply Chain Management Policy will apply.
- The Rand West City Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the bid in whole or in part.
- Bids, which are late, incomplete, unsigned, faxed or sent electronically, will not be accepted.
- The latest General Conditions of Contract and any Special Conditions of Contract will apply.
- Where applicable the bid will be evaluated on local production content the minimum threshold as stipulated by the DTI in each designated sector will apply.
- For all procurement that exceed 10 million, (all application taxes included) bidders must submit the audited annual financial statements for the past three years.
- The municipality reserve the right for appoint more than one service provider.
- CIDB Grading: NOT APPLICABLE

COMPULSORY BRIEFING SESSION: 16 September 2026@ 10:00am corner Second Street and Felder Street, Randfontein.

Stores Department

Acknowledgement

Signature



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	Bid No: RWCLM-5/002/2026-2027	CLOSING DATE:	09 October 2026	CLOSING TIME:	11H:00
DESCRIPTION	REQUEST FOR PROPOSALS TO LEASE MUNICIPAL SWIMMING POOLS, WHICH ARE IN MOHLAKENG, TOEKOMSRUS, HILLSHAVEN AND FINSBURY.				
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					
CORNER SECOND AND FEDLER STREET					
RANDFONTEIN, 1760					
STORES DEPARTMENT					
OPPOSITE ELEGANT GARAGE					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Community Services		CONTACT PERSON	M Manyisa	
CONTACT PERSON	Dondo Sokhela		TELEPHONE NUMBER	010 496 7126	
TELEPHONE NUMBER	+27-104965564		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	Mosimanegape.manyisa@randwestcity.gov.za	
E-MAIL ADDRESS	dondo.sokhela.modipane@Randwestcity.gov.za				



TERMS OF REFERENCE

Kindly see attached specifications of the RFP for leasing of the municipal swimming pools, which are in Mohlakeng, Toekomsrus, Hillshaven and Finsbury.

The Rand West City Local Municipality is inviting proposals from interested parties for the lease the municipal swimming pools, which are in Mohlakeng, Toekomsrus, Hillshaven and Finsbury for a period of five (5) years.

The lessee will be responsible for the following key aspects:

1. Swimming Operations:

- Preparation and Planning for community use.
- Implementing sustainable and responsible swimming pools' practices.

2. Infrastructure (Swimming Pool) Maintenance:

- Regular maintenance and upkeep of swimming pool structures, equipment, and machinery.
- Ensuring that all facilities are maintained in safe and functional conditions.

3. Swimming pool Implement and personnel:

- Lifeguards, Cashiers, Walk behind, blowers, tractor and rakes

4. Financial Obligations:

- Payment of monthly rental fee [Lease Fee Amount].
- Payment of property taxes and any applicable fees related to the leased premises.

5. Compliance and Regulations:

- Adhering to all local, provincial, and national regulations related to Swim South Africa.
- Obtaining necessary permits and licenses.

6. Environmental Stewardship:

- Implementing environmentally friendly practices to preserve water and minimize ecological impact.





TECHNICAL EVALUATION CRITERIA:

Criteria	Weight	
Business Plan Outlining their objectives, strategies, operational approach	15	
Qualification of key personnel. Attach: Certified copies of certificates. 1x Facility Manager Diploma in facility management or equivalent. 4x Lifeguards Certificate in lifeguards and an annual retest result.	15	
Experience as a facility manager Attach: Personal CV 1-3 years' experience (5) 4-5 years' experience (10) 6+ years' experience (15)	15	
Experience as a Lifeguard Attach: Personal CV 1-3 years' experience (5) 4-5 years' experience (10) 6+ years' experience (15)	15	
TOTAL	70	

NOTES:

- See attached valuation report for Toekomsrus, Finsbury, Mohlakeng and Hillshave marked Annexure "A", Annexure "B", Annexure "C", Annexure "C" respectively.
- See attached Lifesaving South Africa patrol guidelines and Norms and Standards for sport and recreation infrastructure provision and management marked Annexure "E" and Annexure "F" respectively.
- Bidder is expected to make a financial offer for the leasing of the swimming pool.
- Bidders who score zero in any of the criteria are disqualified.
- Bidders are required to score a **minimum of 50 points**.





RAND WEST CITY LOCAL MUNICIPALITY

Cnr. Sutherland & Pollock Street, Randfontein, 1760 | Property Valuations Division

ANNEXURE A

MUNICIPAL PROPERTY VALUATION REPORT

MOHLAKENG SWIMMING POOL — ERF 2550 MOHLAKENG

Depreciated Replacement Cost Basis - Rand West City Local Municipality

Date of Valuation	Registered Valuer	Property Type	Open Market Value
20 August 2026	Russia Serage	Recreational - Pool	R 500 000

1. EXECUTIVE OUTLINE

The purpose of this report is to provide an overview of the property valuations related to the municipal swimming pool located on Erf 2550 Mohlakeng which falls under the Rand West City Local Municipality. The report was prepared by the Property Management Division for use during the updating of the Municipal Fixed Asset Register as well as recording of the additional cost of the swimming pool improvements added to this site.

To determine the market value of the property the Depreciated Replacement Cost (DRC) methodology was used. The DRC methodology includes; (i) The depreciated replacement costs for all existing buildings, (ii) The depreciated replacement cost of the swimming pool at a standard price of R 135 000 per pool (less than or equal to 50 kℓ, as indicated in the AECOM Africa Property & Construction Cost Guide 2025/26) and (iii) The land value determined through comparative vacant land transactions in the township.

A market value of R 500 000 has been calculated based upon the total value of the property including the recently assessed swimming pool improvement. The full breakdown is detailed in Section 4 of this report.

2. PROPERTY DETAILS

Property Name	Mohlakeng Swimming Pool
Erf Number	2550
Township	Mohlakeng
Physical Address	Mohlakeng, Randfontein
Municipality	Rand West City Local Municipality
Property Type	Municipal Recreational Facility - Swimming Pool
Ownership	Rand West City Local Municipality
Date of Valuation	20 August 2026
Registered Valuer	Russia Serage
SACPVP Registration Number	7252/0

3. BUILDING & SWIMMING POOL DESCRIPTION

The site comprises a main building and outbuilding(s) used for pool plant, changing facilities and ablutions, together with the swimming pool itself. The table below sets out the depreciated replacement cost calculation for the improvements at this site.

Improvement	Area (m ²) / Qty	Life (yrs)	Remaining (yrs)	Rate (R)	Replacement (R)	Dep. Factor	Depreciated (R)
Main Building	120	90	10	4 000/m ²	R 480 000	11.1%	R 53 333
Outbuilding	20	90	10	4 000/m ²	R 80 000	11.1%	R 8 889
Outbuilding	20	90	10	4 000/m ²	R 80 000	11.1%	R 8 889
Swimming Pool (≤ 50kℓ)	3	90	10	135 000/pool	R 405 000	11.1%	R 45 000
TOTAL DEPRECIATED VALUE							R 116 111

4. PROPERTY VALUATION

4.1 Valuation Method

The Depreciated Replacement Cost Method was utilized to establish the Market Value of Property. This methodology is suitable for Municipal Properties or Specialized Use Properties that are difficult to find direct sales information on like Recreational Facilities. Vacant Land Sales in the surrounding areas are referenced when establishing the Market Value of the Land; then the depreciated replacement cost of All Improvements (Buildings, Outbuildings and Swimming Pool); each have a Remaining-Life Depreciation Factor applied based on their Age and Condition.

4.2 Valuation Calculation

Land Value (4 801 m ² @ R 80/m ²)	R 384 080
Depreciated Replacement Cost - Buildings	R 71 111
Depreciated Replacement Cost - Swimming Pool	R 45 000
Total Market Value	R 500 191
MARKET VALUE (SAY)	R 500 000

5. VALUER'S ASSERTION

I, Russia Serage, declare to have created an internal valuation which did not result from pressure or coercion and was made with reference to the information relevant for the valuation as at the effective date. The valuation was done by using the Depreciated Replacement Cost Method. As of 20th August 2026, the municipal valuation of the swimming pool-asset at Erf 2550 Mohlakeng amounts to R 500 000.

Russia Serage

Professional Associated Valuer
SACPVP Registration Number: 7252/0
Rand West City Local Municipality

Date: 20 August 2026

Signature:

Kim



RAND WEST CITY LOCAL MUNICIPALITY

Cnr. Sutherland & Pollock Street, Randfontein, 1760 | Property Management Division

ANNEXURE B

MUNICIPAL PROPERTY VALUATION REPORT

TOEKOMSRUS SWIMMING POOL - ERF 818 TOEKOMSRUS

Depreciated Replacement Cost Basis - Rand West City Local Municipality

Date of Valuation	Registered Valuer	Property Type	Open Market Value
20 August 2026	Russia Serage	Recreational - Pool	R 440 000

1. EXECUTIVE OUTLINE

This report will provide an overview of the property appraisal assessment for the municipal swimming pool located on erf 818 Toekomsrus; that falls under the Rand West City Local Municipality. The document has been completed by the Property Management Department to assist in updating the Municipal fixed asset register and to reflect the recent addition of improvements made to the swimming pool at the site.

The DRC (Depreciated Replacement Value) method was utilized when assessing the property's market value. It combines three elements, namely; (1) the depreciated replacement cost of the present buildings, (2) the depreciated replacement cost of the swimming pool improvement using a standard rate of R135,000 per pool (up to 50kℓ) from the AECOM Africa Property & Construction Cost Guide 2025/26, and (3) the inherent land value based upon sales of vacant land in the township. The resultant total market value of the property including the recently appraised swimming pool improvement is R 440 000. A detailed breakdown of how this number was calculated can be found in Section 4 of this document.

2. PROPERTY DETAILS

Property Name	Toekomsrus Swimming Pool
Erf Number	818
Township	Toekomsrus
Physical Address	Toekomsrus, Randfontein
Municipality	Rand West City Local Municipality
Property Type	Municipal Recreational Facility - Swimming Pool
Ownership	Rand West City Local Municipality
Date of Valuation	20 August 2026
Registered Valuer	Russia Serage
SACPVP Registration Number	7252/0

3. BUILDING & SWIMMING POOL DESCRIPTION

The site comprises a main building and outbuilding(s) used for pool plant, changing facilities and ablutions, together with the swimming pool itself. The table below sets out the depreciated replacement cost calculation for the improvements at this site.

Improvement	Area (m ²) / Qty	Life (yrs)	Remaining (yrs)	Rate (R)	Replacement (R)	Dep. Factor	Depreciated (R)
Main Building	135	90	10	4 000/m ²	R 540 000	11.1%	R 60 000
Outbuilding	70	90	10	4 000/m ²	R 280 000	11.1%	R 31 111
Outbuilding	35	90	10	4 000/m ²	R 140 000	11.1%	R 15 556
Swimming Pool (≤ 50kℓ)	4	80	20	135 000/pool	R 540 000	25.0%	R 135 000
TOTAL DEPRECIATED VALUE							R 241 667

4. PROPERTY VALUATION

4.1 Valuation Method

DRC Methodology has been used to determine the Market Value of the subject property. DRC Methodology can be used when assessing municipal or specialized use properties (such as recreational facilities), where little evidence exists of comparable sales of similar developed properties.

Market Value of land will be assessed based upon vacant land sales in the immediate area which are most recent and then added to the depreciated replacement cost of improvements to the land (including buildings, outbuildings and swimming pool). Each improvement's depreciated replacement value will have been adjusted based upon its age and condition using a remaining life depreciation factor.

4.2 Valuation Calculation

Land Value (4 000 m ² @ R 50/m ²)	R 200 000
Depreciated Replacement Cost - Buildings	R 106 667
Depreciated Replacement Cost - Swimming Pool	R 135 000
Total Market Value	R 441 667
MARKET VALUE (SAY)	R 440 000

5. VALUER'S ASSERTION

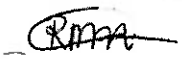
I, Russia Serage, hereby state that the valuation included in this report has been produced internally without prejudice or undue influence. The valuation has been prepared based on the Depreciated Replacement Cost Approach and the data relevant for the assessment as retrieved as at the effective date. The Municipal Valuation of the swimming pool asset at Erf 818 Toekomrus is assessed at R 440 000 as of 20 August 2026.

Russia Serage

Professional Associated Valuer
SACPVP Registration Number: 7252/0
Rand West City Local Municipality

Date: 20 August 2026

Signature: _____

A handwritten signature in black ink, appearing to be 'RMA' with a horizontal line extending to the right.



RAND WEST CITY LOCAL MUNICIPALITY

Cnr. Sutherland & Pollock Street, Randfontein, 1760 | Property Valuations Division

ANNEXURE C

MUNICIPAL PROPERTY VALUATION REPORT

FINSBURY SWIMMING POOL — ERF 181 FINSBURY

Depreciated Replacement Cost Basis - Rand West City Local Municipality

Date of Valuation	Registered Valuer	Property Type	Open Market Value
20 August 2026	Russia Serage	Recreational - Pool	R 410 000

1. EXECUTIVE OUTLINE

This Report outlines an Assessment of Valuation of Property for the municipal swimming pool facility situated on Erf 181 Finsbury, located in Jurisdiction of Rand West City Local Municipality. The Report has been compiled by the Property Management Division to enable an updated version of the Municipal Fixed Asset Register and to include the new additions made to this site regarding the swimming pool improvements.

When assessing the Market Value of the property, the Depreciated Replacement Cost (DRC) Methodology was used. This methodology includes (i) the depreciated replacement cost of the existing building(s); (ii) the depreciated replacement cost of the swimming pool improvement using a standard rate of R135,000 per pool (to be no larger than 50kℓ), which is based on the AECOM Africa Property & Construction Cost Guide 2025/26; and (iii) the land value that underlies the comparable vacant land sales in the township.

As such, the market value of the property, with regard to its inclusion of the swimming pool improvements that have recently been added to it, amounts to R 410 000. Full details are contained in Section 4 of this report.

2. PROPERTY DETAILS

Property Name	Finsbury Swimming Pool
Erf Number	181
Township	Finsbury
Physical Address	Finsbury, Randfontein
Municipality	Rand West City Local Municipality
Property Type	Municipal Recreational Facility - Swimming Pool
Ownership	Rand West City Local Municipality
Date of Valuation	01 July 2026
Registered Valuer	Russia Serage
SACPVP Registration Number	7252/0

3. BUILDING & SWIMMING POOL DESCRIPTION

The site comprises a main building and outbuilding(s) used for pool plant, changing facilities and ablutions, together with the swimming pool itself. The table below sets out the depreciated replacement cost calculation for the improvements at this site.

Improvement	Area (m ²) / Qty	Life (yrs)	Remaining (yrs)	Rate (R)	Replacement (R)	Dep. Factor	Depreciated (R)
Main Building	125	90	10	4 000/m ²	R 500 000	11.1%	R 55 556
Swimming Pool (≤ 50kℓ)	1	90	10	135 000/pool	R 135 000	11.1%	R 15 000
TOTAL DEPRECIATED VALUE							R 70 556

4. PROPERTY VALUATION

4.1 Valuation Method

The Depreciated Replacement Cost (DRC) methodology has historically been utilized to identify the current market value of a subject property. Since DRC is suitable for both governmental entities and specialized use properties (i.e., recreational facilities) where data regarding the sale prices of similar developed properties is limited; this methodology is applied when assessing the current market value of a subject property. This methodology calculates the market value of land by utilizing the sales price of vacant parcels in the immediate surrounding area, then adds to that amount the depreciated replacement costs for all improvements made on the subject parcel (buildings, sheds/outbuildings, and the swimming pool).

4.2 Valuation Calculation

Land Value (2 858 m ² @ R 120/m ²)	R 342 960
Depreciated Replacement Cost - Buildings	R 55 556
Depreciated Replacement Cost - Swimming Pool	R 15 000
Total Market Value	R 413 516
MARKET VALUE (SAY)	R 410 000

5. VALUER'S ASSERTION

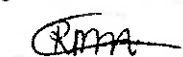
I, Russia Serage, declare to have completed the valuation included in this report independently, without prejudice or with undue influence. The valuation was compiled using the Depreciated Replacement Cost Methodology (as appropriate) and the information available for evaluation as per the effective date. The Municipal Valuation of the swimming pool asset located at Erf 181 Finsbury will be valued at R 410 000 as of 20 August 2026

Russia Serage

Professional Associated Valuer
SACPVP Registration Number: 7252/0
Rand West City Local Municipality

Date: 20 August 2026

Signature:





RAND WEST CITY LOCAL MUNICIPALITY

Cnr. Sutherland & Pollock Street, Randfontein, 1760 | Property Valuations Division

ANNEXURE D

MUNICIPAL PROPERTY VALUATION REPORT

HILLSHAVEN RECREATIONAL FACILITY - ERF 94 HILLSHAVEN

Township Development Method (Land) + Depreciated Replacement Cost (Improvements) Rand West City Local Municipality

Date of Valuation	Registered Valuer	Stand Size	Market Value
21 August 2026	Russia Serage	24 341 m ²	R 450 000

1. EXECUTIVE OUTLINE

This report presents an overall view of the municipal sports facility located at Erf 94 Hillshaven situated within the jurisdiction of Rand West City Local Municipality. The stand has a total area of 24 341 m². One swimming pool and two standard tennis courts are built onto the stand. Two building structures exist on the stand with a combined floor area of 260 m². Both building structures are in poor condition. The document was prepared by the Property Management Department as part of the process to update the Municipal Fixed Asset Register.

As a result of the relatively large extent of the stand when compared to typical developed erven in the area, the value of the land was determined by means of the Township Development Method (a hypothetical layout/residual valuation). The value of the land was estimated by determining the number of saleable residential erven that can be obtained from the land and deducting the cost and profit required to deliver those erven to the market. The separate value of the improvements (the buildings, swimming pool and tennis courts) were each assessed utilizing the Depreciated Replacement Cost (DRC) method.

The impact of the poor condition of the buildings, and lower socioeconomic status of the neighboring community was reflected in the land valuation through a downward locality adjustment to the achievable erf price used for purposes of calculating the land value, and through reducing the improvement rates while extending their respective lives for purposes of calculation in the DRC. The resultant market value of the property is R 450 000. The full calculation is outlined in detail in Section 4 of this report.

2. PROPERTY DETAILS

Property Name	Hillshaven Municipality Recreational Facility
Erf Number	94
Township	Hillshaven
Physical Address	Hillshaven, Westonaria, Rand West City
Municipality	Rand West City Local Municipality
Stand Size	24 341 m ²
Property Type	Municipal Recreational Facility - Sport Facility (Swimming Pool & Tennis Courts)
Ownership	Rand West City Local Municipality
Date of Valuation	21 August 2026
Registered Valuer	Russia Serage

3. BUILDING & IMPROVEMENT DESCRIPTION

The property has two structural buildings that provide facilities and operational services (in poor condition) to support both recreation and management of the site; a swimming pool and two standard tennis courts. The depreciated replacement cost calculation of each improvement as set out in the table below has been calculated using lower depreciation rates and longer expected lives than normal due to the degraded state of all improvements and the devalued local market conditions.

Improvement	Area (m ²) / Qty	Life (yrs)	Remaining (yrs)	Rate (R)	Replacement (R)	Dep. Factor	Depreciated (R)
Main Building	190	90	5	2 000/m ²	R 380 000	5.6%	R 21 111
Secondary Building	70	90	5	2 000/m ²	R 140 000	5.6%	R 7 778
Swimming Pool (≤ 50kℓ)	1	60	15	60 000/pool	R 60 000	25.0%	R 15 000
Tennis Court - Standard	2	45	8	150 000/court	R 300 000	17.8%	R 53 333
TOTAL DEPRECIATED VALUE - IMPROVEMENTS							R 97 222

4. PROPERTY VALUATION

4.1 Valuation Method

The property was evaluated by means of a combination of both methods. The Township Development Method (a hypothetical layout/residual approach) was used on the land beneath the stand since it is relatively large compared to the average size of developable erven in the surrounding area as well as due to its potential to be subdivided into residential developments. The Township Development Method estimates the number of saleable erven that can be created from the stand. The price per erf is then established based upon data obtained from similar vacant land transactions. Lastly, all the expenses and profit margins necessary to complete a project of this type are deducted from the estimated selling price of the saleable ervens with said amount being discounted at a rate consistent with the development time frame.

4.2 Land Valuation - Township Development Method

Gross Land Area	24 341 m ²
Less: Roads, Servitudes & Public Open Space Allowance	35.0%
Net Saleable / Developable Area	15 822 m ²
Adopted Standard Erf Size	200 m ²
Number of Erven Yielded	79
Adopted Price per Standard Erf (Comparable Sales Basis)	R 140 000
Locality Adjustment (poorer surrounding area)	-33.4%
Adjusted Price per Standard Erf	R 93 240
Gross Development Value (GDV)	R 7 365 960

Less: Total Development Costs (civil services, professional fees, contingencies, selling & marketing)	(R 5 842 998)
Less: Developer's Profit / Risk (15.0% of GDV)	(R 1 104 894)
Residual Land Value (Undiscounted)	R 418 068
Present Value Discount (1.5 years @ 12.0% p.a.)	Applied
Present Value of Land (Residual Method)	R 352 712
LAND VALUE (SAY)	R 350 000

4.3 Improvements Valuation - Depreciated Replacement Cost

Total Depreciated Replacement Cost - Improvements	R 97 222
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4.4 Total Market Value

Land Value - Township Development Method	R 350 000
Improvements Value - Depreciated Replacement Cost	R 97 222
Total Market Value	R 447 222
MARKET VALUE (SAY)	R 450 000

5. VALUER'S ASSERTION

I, Russia Serage hereby declare, the value of which is stated in this Report was determined by me personally and was done so free from any bias or pressure. This valuation has been calculated using both the Township Development Method (land) and the Depreciated Replacement Cost Approach (buildings) and all information needed for the determination of value was obtained up until the effective date. The land price and improvement rate have each been adjusted downward as well as their expected useful lives increased to reflect the very low quality of the buildings and the socioeconomic status of the community in the immediate vicinity of the subject property.

Russia Serage

Professional Associated Valuer

SACPVP Registration Number: 7252/0

Rand West City Local Municipality

Date: 21 August 2026

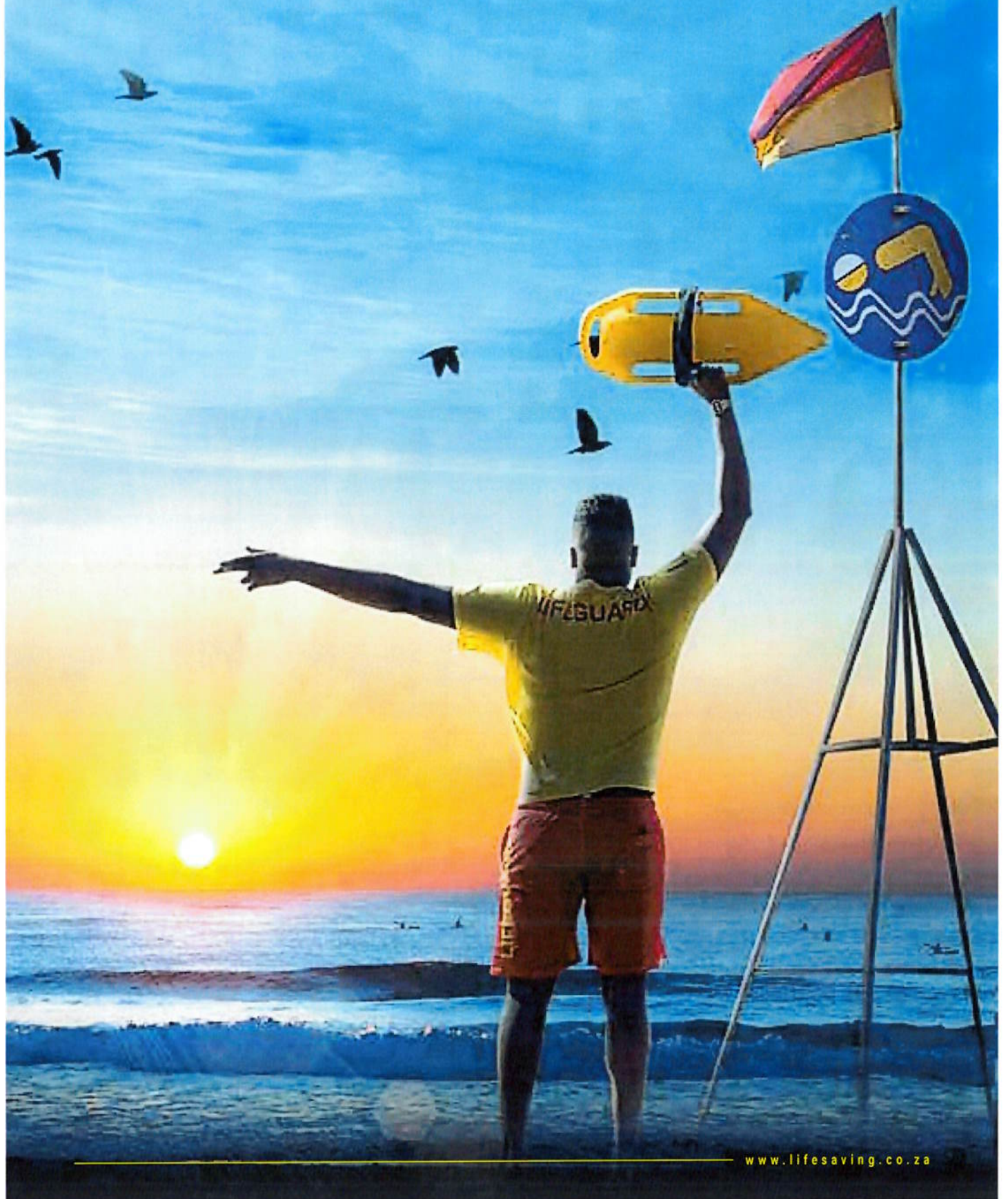
Signature:





LIFESAVING SOUTH AFRICA PATROL GUIDELINES

2020





LIFESAVING SA GUIDELINES FOR PATROLS

A Patrollers primary duty is to ensure the safety of persons within an area which has been deemed safe for public swimming. All communities have an expectation of safe water use. LSA has a responsibility to meet the challenge of this expectation by patrolling and supplying a lifesaving service, and administering first aid as required.

Members joining the association need to be made aware of their responsibility in the maintaining efficient duties. Your knowledge of rescue techniques and the training in these skills will ensure safe bathing for the community. In addition, lifeguards must act as good ambassadors for the Association.

All members required to do duty in a club should be allocated into squads so that everyone is aware of when it is their turn to protect the bathers. At the head of each squad is the Squad Leader. He should be a responsible, experienced lifeguard who can control the aquatic facility, beach, pool, open water or leisure park facility, and deal with people, both public and squad members. He controls the allocation of the squad members to their duties.

The safe swimming area must be carefully checked by the duty squad for possible danger spots; once a safe area has been identified clear bathing signs must be displayed. The size of the safe swimming area depends on the duty squad, number of swimmers and the environment

PATROL ACTIVITIES

Various patrol activities may be employed in the efforts to ensure the safety of the swimmers:

Traditional method: Between the red and yellow flags

This is the most common type of patrol and simply requires the setting of the flags at the safest place on the beach. The fully constituted squad then positions themselves to monitor this area and restricts the bathing public to swim between the flags. A caution that this area not be too small.

Roving method: To be used together with the red and yellow flags

The flagged area is set and manned, the squad leader then designates pairs of duty members with torpedoes and fins to move backwards and forwards along the waterfront maintaining surveillance of those outside the flagged bathing area. IRB's and motorized vehicles can extend this area of surveillance.

Outpost

The flagged area is set and manned, in addition a patrol outpost is set up, usually without flags, at a less popular but safe area. This type of patrol allows clubs provide lifesaving services to areas without permanent clubs or in areas not normally patrolled outside of peak holiday periods.

Open Beach or American System

Lifesaving towers are set at intervals along the waterfront. These towers have overlapping observation and rescue capabilities, and works together with the towers alongside.

No flags are placed and the whole area is designated a safe swimming zone. The towers become the lifesaving reference point.

DUTY SQUADS

Standard Duty Squad Strength

The size of the duty squad is dependent on the Local Authority requirements but as a minimum Lifesaving SA requires:

Surf: 4 duty members of which at least 3 must hold a Lifeguard Award

Open Water: 4 duty members of which at least 2 must hold a Lifeguard Award

Pool: 2 duty members of which at least 1 must hold a Lifeguard Award

Disabled members and members holding a Qualifying Certificate may not be included in the minimum requirements of a duty squad and should be considered supplementary to the minimum duty squad.



Specialised Event or Peak Period Squad Strength

Specialized events such as Open Water Swimming, Biathlon, Triathlon or similar events and peak holiday periods require additional members to form part of the duty squads.

The standard of calculating the numbers of lifeguards required varies dependant on facility, competence of the patrons and the environment.

BASIC GUIDELINES USED INTERNATIONALLY RE

At a pool:

Identify a victim within 10 seconds and to reach the victim within 20 seconds (10/20). A minimum of 1 lifeguard to 75 patrons is considered the highest manageable risk in a pool facility.

At a beach or Open water Venue:

Identify a victim within 30 seconds and reach the victim within 120 seconds (30/120). A minimum of 1 lifeguard to 50 patrons is considered the highest manageable risk at a pre designated beach area.

Specialised events: Events that are held over a long distance require lifeguards stationed on the water on water craft and must be able to identify and reach a victim within the 30/120 protocol, which may require them to be deployed no further than 50m apart.

Should a lifeguard not be able to identify or reach a victim from their allocated position within this time frame additional personnel or a change to positioning may be required.

EQUIPMENT REQUIREMENTS

A well-equipped duty squad should have at its disposal:

Personal Safety Equipment stored in moon bag or similar. Whistles; Torpedo Buoys (sufficient for the squad); Flippers; Rescue Craft; Spine Board with head Blocks; Signal Flags; Boxline; two way radio or cell phone. First Aid Kit. Area demarcation rope and portable observation tower.

Optional Items: Binoculars; Motorized Rescue Craft with qualified personnel; Motorized Vehicle with qualified personnel.

LIFESAVING DUTY PATROLS

- Report for duty approximately 20 minutes before the start of the duty
- It is the responsibility of the squad leader to ensure that all duty members sign on and out of the Duty Book and to record the required information in the Duty Book during the daily operations.
- Duty Members are to be correctly attired
- All radios need to be checked
- All equipment needs to be checked, including bungs and paddles for craft
- Area is to be checked for potential dangers.
- Select a suitable bathing area, with beacons and flags
- Set up the duty area
- Update the public information boards
- Be Visible at all times
- 15 minutes before closure remove and secure all non-essential equipment
- Maintain surveillance until the end of the duty
- Make final closing announcements, attempting to persuade bathers to leave the water.
- Rinse and secure all equipment
- If required make contact with the relevant authority informing of the end of duty and closure of the facility.
- Place communication equipment on charge
- Sign off in the duty book and secure the premises.



EFFECTIVE SCANNING

Knowing how to recognize a victim in trouble in the water is the first step, but lifeguards also need to know how to scan effectively. Scanning is a visual technique for watching patrons in the water. It is an active process. When scanning, a lifeguard should not just passively watch patrons in the water. The lifeguard should actively observe the swimmers' behaviors and look for signals that someone in the water needs help.

The lifeguard's head needs to move while scanning to look directly at each area rather than staring in a fixed direction. Movement may be noticed with peripheral (side) vision, but recognition requires looking directly at the casualty. Guidelines lifeguards should follow for effective scanning includes:

- Scan the patrons in the assigned area of responsibility.
- Scan above and below the surface of the water, and include the bottom of the pool in the scan.
- Scan thoroughly and repeatedly. Do not neglect any part of the assigned area of responsibility, including any deck or beach areas and those areas under, around and directly in front of the lifeguard station.
- Scan from point to point, rapidly watching all movements of the patrons in the area.
- Do not focus on a scanning pattern itself, but stay focused on effective patron surveillance.
- Scan for potential problems. Arm and leg action, body position and movement through the water are good indicators of weak swimmers and those in trouble in the water.
- If a weak swimmer is slowly moving toward safety, check him or her more frequently while scanning the whole area of responsibility.
- Spend less time and attention on patrons who are good swimmers or who are safely enjoying the water, but still include them while scanning.
- Scan crowded areas carefully. Partially hidden arm movements might indicate that a victim is actively drowning.

While scanning, do not be distracted by people or activities. Keep focused on the assigned area of responsibility.

Do not interrupt scanning an area except during an emergency or to stop someone from breaking a rule.

The emergency action plan (EAP) should address back-up coverage if a lifeguard must make a rescue or provide emergency care, such as first aid or CPR. If only one lifeguard is performing patron surveillance and must stop someone from breaking a safety rule, the lifeguard should do this quickly. Get the casualty's attention, explain the danger and how he or she can become injured, and, if necessary, how to avoid the injury. This should take only a few seconds, and it can be done while still scanning. If the patron needs a detailed explanation, the lifeguard should call for assistance or tell the patron that his or her questions can be discussed further during a break.

- Do not interrupt scanning an area if a patron asks a question or has a suggestion or concern. A lifeguard should acknowledge the patron and quickly explain that he or she cannot look at him or her while talking, but he or she is still listening to the patron. Politely but briefly answer the patron's question, suggestion or concern, or refer him or her to the head lifeguard, facility manager or another staff member.
- Do not wait for patrons or other lifeguards to indicate that someone is drowning. A drowning victim is often surrounded by others who are unaware the drowning is happening right next to them. New lifeguards sometimes feel unsure of themselves and mistakenly wait for patrons or more experienced lifeguards to tell them that someone is in trouble.
- Be aware of areas that cannot be seen or that are difficult to see. Areas might be blocked when patrons cluster together or from water movement, such as fountains or bubbles that block the view underwater. The lifeguard should adjust body position to see into blind spots.
- Be aware of conditions that affect visibility, such as glare from the sun or overhead lights, cloudy water or shadows on the water at different times of the day. The lifeguard should adjust his or her position or move to a point with clear visibility.
- Various factors can affect a lifeguard's scanning technique. Make adjustments for:
 - ✓ Area of responsibility.
 - ✓ The type and location of the lifeguard station.
 - ✓ The variety of patron activities in the area being scanned.
 - ✓ The number of patrons in the area of responsibility.
 - ✓ Fatigue.



There are many things that can cause fatigue when performing patron surveillance. These include:

- ✓ Dehydration.
- ✓ Heat exhaustion.
- ✓ Overexposure to the sun.
- ✓ Lack of sleep.
- ✓ Poor nutrition and lack of regular meals.

The following guidelines will help lifeguards prevent fatigue:

- ✓ Always drink plenty of water. Keep a plastic bottle of water around at all times.
- ✓- Use adequate sun protection, such as hats, polarized wrap-around sunglasses with UVA/UVB protection and umbrellas.
- ✓ Come to work well-rested and well nourished.
- ✓ Rotate stations and take breaks

NOTE:

- Scan thoroughly and repeatedly. It can take as little as 20 seconds for a young child to drown.
- Scan crowded areas thoroughly, a casualty can be in trouble and the people around them are unaware of the emergency situation that may be presenting itself.
- Scan for potential problems by observing the actions of each swimmer (body position, facial expressions, arm movements)
- Adjust your position so that you can see your whole area of responsibility.
- Raised platforms or lifeguard stands provide an excellent position from which to observe your area.

Be aware of conditions that affect visibility, such as water clarity, glare from the sun, overhead lights, or shadows cast on the water from surrounding objects

BE ALERT: Use your senses to monitor what is going on around you so that you can anticipate trouble:

VISION	note the number of bathers in the area, changing weather conditions, where the other lifeguards are positioned
HEARING	listen for unusual sounds, signals from other lifeguards, thunder and lightning.
SMELL	be aware of unfamiliar smells, which can warn of silent or invisible dangers.
COUNT HEADS	group bathers, noting changes in swimmer's behaviour, watching lone bathers, with special attention being given to unattended children at the water's edge. Emergency Action Plan

EMERGENCY ACTION PLAN

When developing the Emergency Action Plan consideration should be given to the size and potential risk with the event to be patrolled. This might be done as part of the overall risk assessment for the event.

Contact details

There should be a clear, brief notice at a point where participants are most likely to see it, giving a contact number or location for the following with a brief explanation of the event reporting procedures for such concerns.

Other Contact details, the Water Safety Coordinator should provide their contact details to the organisers, on documents for the participants and for the local government agencies e.g. council, maritime and police.

Ensure there is a clear reporting structure for any water safety concerns are raised. The first point of contact should be the Water safety Coordinator. They should ensure that the Water Safety Coordinator has the authority to cancel the event if required.

All participants and individuals attending the event abide by the rules of the event and by good sportsmanship. Clear codes of conduct should be published - this might be via website or enrolment forms. These codes should include participants, coaches, volunteers, parents, and guardians.

An appropriate number of lifeguards should be available whilst the event is being run. The lifeguards, rescue boats, divers, and safety personnel should be calculated to ensure compliance and MUST be insured and qualified.



TYPE OF ISSUE	TYPE OF ISSUE	EQUIPMENT, TRAINING OR REQUIREMENTS
Awareness of risk	Ensure Competitors are made aware of possible hazards and the risks associated with participating in the eventlifeguards, thunder and lightning.	Make sure risk and specific hazards are passed onto participants, this can be achieved via websites, fact sheets or signage
First Aid	Ensure land based first aid are in communication with the water safety and aquatic rescue personal	Provide a copy of the aquatic safety plan and put in radio contact with the lifeguard supervisor
Appropriate level of water safety	Use the calculation tool to obtain a base level	Conduct a risk assessment and justify any changes to numbers (especially if you provide less qualified personal or numbers documented in this guide)
Environmental conditions	Have a procedure for poor water quality and other environmental issues	Brief all personnel, volunteers, water safety on actions to be completed
Emergency Action Plan	Have the water safety provider develop emergency plans to deal with the potential emergencies that could occur	Issues such as drowning, sharks, boating accidents, missing person, medical emergency all need to be addressed
Recovery	Ensure the water safety provider has the resources required to recover an injured participant or body in case of a fatality	Water deeper than 5m will require a dive team to be on stand by

Each location is unique and needs to be addressed, as this could increase your required number of lifeguards provided. Open Water Swimming (triathlons, ocean swims etc.) In harbours, rivers or lakes

LIFEGUARDS ON RESCUE BOARDS

A minimum of 1 lifeguard on a rescue board no more than 50m apart; lifeguards are to be highly visible and positioned throughout the course.

High level events, e.g. world championships lifeguards can form an escort and paddle the course on the outside as a buffer between the swimmers and the safety boats

INFLATABLE RESCUE BOATS

Rescue boats should have a crew minimum of two: one lifeguard crew and one lifeguard driver. Drivers should have accredited training in rescue boat driving and carry required safety, resuscitation, and rescue equipment.

There should be a minimum of one rescue boat for every 500m of the course. Official boats DO NOT count as safety boats.

RESCUE WATERCRAFT

RWCs (i.e. jetskis) should be used for dangerous locations or as a high speed rescue craft in high risk events

RESCUE DIVERS:

Are required in locations where the water depth is greater than 5M and or where visibility is poor. Divers must work in teams of 3, with 2 fully equipped divers ready for deployment and a dive supervisor on site in case of a diver emergency

LIFEGUARDS AT ENTRY/EXIT POINTS

The entry and exit points require a minimum of 1 lifeguard to be present to watch entry and exit, and assist in moving a casualty out of a boat/rescue craft in case of a recovery



IN BEACH & SURF ZONES

Beach and surf zones events require:

- Lifeguards on boards to be no more than 50m apart
- May not require rescue divers
- Need lifeguards with rescue tubes to be based in the water at the surf zone
- IRB can be interchanged with RWC

Rowing, dragon boat, open water canoeing, and sailing events

INFLATABLE RESCUE BOATS

These events require a boat-borne water safety team. Lifeguards can be positioned in a range of ways, either a boat escort following the race or positioned in and around the course.

As above a minimum of two lifeguards must staff each rescue boat.

Should the boats be positioned, one should be positioned at each of the finish line, the start line, and at least one other part of the course. In areas where the course is on a curve, rescue craft must be in visual sight of each other and use communication devices such as two-way radios.

Note: The size and number of boats must be able to hold the entire crew of a craft, e.g. rowing 4 passengers, dragon boating up to 12 passengers.

WATER SKIING - INFLATABLE RESCUE BOATS - RESCUE WATERCRAFT

As above rescue boats can be stationary or follow the event. Lifeguards must carry aquatic spinal injury equipment, as the chance of cervical spine damage and trauma is increased in water skiing events.

Advanced training in aquatic spinal management is a necessity. Boats must be fitted with prop guards.

HIGH SPEED BOAT RACING - INFLATABLE RESCUE BOATS - RESCUE WATERCRAFT

As above rescue boats can be stationary or follow the event. Lifeguards must carry aquatic spinal injury equipment, as the chance of cervical spine damage and trauma is increased in high speed boating races.

Advanced training in aquatic spinal management is a necessity.

RESCUE DIVERS

Appropriate Divers are required to be on a fast response boat in case of entrapment. The use of spare air or SCUBA equipment constitutes "commercial diving".

HELICOPTERS

Offshore boat races may require helicopter-borne safety teams; Lifeguard/ Helicopter Rescue Swimmers with specific aviation training are required to perform these technical water and hoisting operations.

References:

1. Lifesaving SA Instruction Manual Revised edition
2. Surf Lifesaving Australia Instruction manual
3. World Health Organization appendix 1: Lifeguards
4. International Life Saving Federation
5. American Red Cross Lifeguard Manual
6. American Red Cross Lifeguard Management
7. Best Practice Guides: The Ten Commandments of Effective Lifeguarding; Culture of Safety.com
8. Prevention of drowning: visual scanning and attention span in Lifeguards. Abstract Dr Peter Fenner 9 May 1999
9. Safe-Wise; Strategies for Effective Management of Group Swimming, Safe-Wise Consulting, LLC 2008
10. Swim Ireland Pool Safety Guidelines; Irish water Safety, 2010

1.4.18 Swimming

For purposes of public swimming pools the pools may be classified into the following categories:

Competition pools

Competition pools may be indoor or outdoor 8 lane pools, heated all year round with regulations regarding water temperature, anti-turbulent lane lines, starter blocks and backstroke flags.

Olympic standard length is 50 metre and with a width of at least 25 metre. The lanes are numbered 1 – 8, with individual lane widths of 2.50 metres wide and a space of at least 2.0 metre is to be provided on the outside of lanes 1 and 8. The minimum water temperature for competition is 26 degrees.

Starting platforms must be used for all races in all styles other than backstroke. The starting platforms are covered with a non-slip material and bear the lane number on all four sides. They must have a surface platform of at least 500 x 500 mm and 500 – 700mm above the water level. The overall depth of an Olympic standard pool is 2.00 metre.

Regional swimming pools

These swimming pools are designed to dimensions, which will be in multiples of the Olympic standard length for competitive swimming of 50 metre, for example for the pool length to be one of the following and consist of 8 lanes:

16.66 metre, 25.00 metre, 33.33 metre, or 50 metre.

The overall depth of the regional swimming pool is 2.00 metre.

These pools will be in a position to accommodate swimming clubs who may then be able to make use of the facilities for water polo, diving, lifesaving events, competitions, etc.

Neighbourhood swimming pools

These swimming pools are mainly recreational and are not designed/ used by clubs for championships or competitions but may at times be used for a gala (School or other), if gala equipped. They therefore do not have to conform to any standard of dimensions and do not have to follow the hours of operation set for Competition and Regional swimming pools.

The maximum depth of the recreational swimming pool is generally more than 1.50 metre.

District swimming pools

District swimming pools are admission free, these pools are of various shapes and sizes as they intended for recreational purposes only and therefore are not governed by any standards or set dimensions.

However, the most widely used design for the district swimming pool has been the rectangular shape and the design of the modern district swimming pool is rectangular to half Olympic standard length of 25 metre with a maximum depth of 1.50 metre.

Swimming

They are provided with change rooms, ablution facilities, shower facilities, but without any clothing storage accommodation. Each bather is thus responsible for the security of their own belongings.

Seasonal closing of public swimming pools

Seasonal closing, or closing of swimming pools for maintenance purposes must be accompanied by the following:

- A sign is posted that the pool is closed.
- The gates must be locked shut.
- The Department is notified, in writing, of such closures.

Drinking water

Drinking water from an approved source and dispensed through one or more water fountains need to be located on the deck of each public swimming pool.

GENERAL DESIGN STANDARDS AND SPECIFICATIONS

All plans and specifications for a new swimming pool or for alterations for an existing public swimming pool must be submitted for Municipal approval.

Alterations for a swimming pool include the following items:

- Change in shape
- Change in depth
- Change in water circulation system
- Changes to the enclosure
- Adding a water feature
- Installation of diving equipment
- Changes to the disinfectant system.

All work to conform to approved plans, specifications and be carried out by licensed contractors.

Materials

The materials and construction of a public swimming pool shall be sound, durable and waterproof. The pool shall be constructed of materials that rigid, non-toxic, smooth, free from cracks, easily cleanable and finished in white or pastel colours. The colour, pattern or finish to the interior of the pool should not obscure objects, surfaces within the pool, debris, sediments or algae.

Corners shall be rounded. Pool linings, specifically plastic and similar linings and finishes not totally bonded to the poolside and bottom are prohibited.

Shape

The shape of a public swimming pool has to conform to the following:

- The pool may be any shape except that the shape may not be hazardous to users and it must provide adequate water circulation.
- There shall be no protrusions, extensions, and means of entanglement or other obstructions that may cause injury to users. This does not prohibit the installation of water features, slides, water play equipment, and water volleyball or basketball nets.
- Where a racing lane terminates in a swimming pool the wall shall be plum to a depth of 1.50 metre below the waterline, below which the wall shall have a radius where it joins the floor.
- The minimum average width of a public swimming pool shall be 4.30 metre, which shall be calculated by dividing the surface area by the total length of the pool.
- Copings or cantilevered decks may project from the wall of a swimming pool to provide a handhold for users. The coping or deck should be rounded, have a slip resistant surface and shall not exceed 90 mm in thickness. The overhang may not be less than 25 mm and not more than 50 mm. All corners created by the coping or deck shall be rounded in both vertical and horizontal planes to avoid sharp corners.
- Pool decks adjacent to the pool have to be at least 3.0 metres wide and have to be continuous and unobstructed except where diving boards and platforms are installed where the walkway shall extend at least 2.50 metres to each side and behind the board or platform but not less than 3.0 metres from the pool wall.
- Pool decks have to slope away from the pool with a gradient of 1:3 to properly located deck drains or other points of disposal.
- Pool decks have to be constructed of concrete or other inorganic material with a slip resistant finish which is free from sharp objects or surfaces and is easily cleanable.
- Decks to have expansion joints that are filled with an approved polysulphide sealant to prevent water ingress and cracking of the finished surface.
- All construction joints at the junction of the pool and the pool decks to be similarly sealed.

Floors

The slope of a public swimming pool floor, from the shallow end towards the deep end up to the point of the first change in slope shall not exceed a gradient of 1:10.

Swimming

The gradient from the point of first change in slope towards the deep end shall not exceed 1:3. The depth at the first point of change in slope shall be a minimum depth of 1500 mm. All parts of the floor must drain towards a main drain.

The transitional radius where the floor of a public swimming pool meets the walls shall comply with the following:

- The centre of the radius shall be no less than 915 mm below the waterline in the deep end and no less than 610 mm below the waterline in the shallow end.
- The radius shall be tangent at the point where the radius meets the wall or floor.
- The radius shall be equal to or greater than the depth of the swimming pool minus the vertical wall depth measured from the waterline minus 100 mm.

Water recirculation and filtering system

The water circulation system that consists of the necessary piping, pumps, filters, water conditioning equipment and disinfecting equipment shall conform to the following:

- Each pool shall have a separate system
- The circulation system shall be adequate to filter and disinfect the entire pool within eight (8) hours. Bypassing chemical feeders or similar devices may be exempted from this requirement with the approval of the Department.
- The circulation system of a wading pool shall be adequate to filter and disinfect the entire pool within one (1) hour.
- Whilst in use, the water circulation system shall operate continuously.
- Water circulation components shall comply with SABS requirements and Institute International Standard Number 50 (INSF) "Circulation System Components and Related Materials for Swimming Pools, Spas and Hot Tubs".
- The swimming pool may only be filled with water from an approved source.
- Water withdrawn from a public swimming pool shall not be returned unless it has been filtered and adequately disinfected except in instances where water is circulated for water features and water slides.

PIPING

The piping system shall conform to the following:

- Designed to carry the required quantity of water at a velocity of not more than 3.0 metre per second when located on the discharge side of a pump, except for PVC discharge piping where the velocity shall not exceed 2.4 metre per second and no less than 1.8 metres per second when located on the suction side of the pump.

Swimming

- All components shall be made of non-toxic materials and must be reasonably resistant to corrosion under operating conditions.
- Components must be strong enough to be able to withstand pressures 150 % of normal operating conditions.
- Piping must be installed in such a manner that they do not pose a hazard to the users.
- Pipes must comply with the following sizes and flow rates show in the following table, unless accompanied by a hydraulic design:

PIPE SIZE	32mm	38mm	50mm	63mm	76mm	100mm	150mm
GPM PRESSURE SIDE	25	60	90	140	220	350	800
GPM PRESSURE SIDE - COPPER	20	48	72	96	176	280	640
GPM SUCTION SIDE	15	35	50	80	140	220	450

TOTAL DYNAMIC HEAD

The total dynamic head of the reticulation system shall be calculated. In the absence of any calculations the following table may be used:

DISTANCE FROM THE MAIN DRAIN TO THE PUMP	TOTAL DYNAMIC HEAD (TDID)
300 – 7620 mm	55
7620 – 15240 mm	60
15240 – 22860 mm	65
22860 – 30480 mm	70
30480 – 38100 mm	75
38100 – 45720	80
Beyond 45720 mm	Calculations are Required

PUMPS AND MOTORS

Pumps and motors are to be installed on each water circulation system and shall conform to the following:

- Pumps must be sized to meet but exceed the flow rates required for filtering against the total head developed by the complete water circulation system.
- Pumps must be sized to comply with the required turnover rates.
- All equipment must be readily and easily accessible for inspection, maintenance and repair. When pumps are installed below the waterline, valves must be installed on permanently connected suction and return lines. The valves must be removable when required.

- Each motor shall have an open drip proof enclosure. In addition each pump shall be constructed electrically and mechanically to perform satisfactorily and safely under conditions of load in the environment normally encountered in swimming pool installations.
- Each motor shall be capable of operating the pump under full load with a voltage variation of plus minus ten (10) percent from the nameplate rating. Each motor shall have thermal overload protection to provide locked rotor and running protection. Thermal or current overload protection may be either built into the motor or in the line starter.
- The emergency shut-off switch must be clearly visible and labelled.

HAIR STRAINER

The water circulation system shall have a removal hair strainer located upstream from the pump to prevent solids, debris, hair, lint, etc. from reaching the pump and filters. Strainers shall be corrosion resistant with openings having a total area equal to four times the area of the circulation pump suction pipe.

POOL WATER CLEANING SYSTEM

A pool vacuum cleaning system shall be provided for public swimming pools which shall conform to the following:

- The cleaning system provided shall not create a hazard or interfere with the operation or use of the pool. In integral systems, connections shall be provided in sufficient numbers and located in the pool walls at least 250 mm below the waterline.
- Vacuum outlets shall be provided with covers, which automatically close and latch and which can only be opened with the use of a tool.
- Automatic or self-cleaning systems may be installed as approved by the Department.

INLETS

Inlets shall be properly designed, have sufficient numbers and sizes and installed in such a manner to ensure a uniform circulation throughout the pool in terms with the following:

- There shall be a minimum of six (6) inlets, spaced not more than 4.50 metres apart along the periphery of the pool. At least one inlet must be placed within 1.50 metre from each corner of the pool and in each alcove. Inlets shall be on closed loop piping system. Where the pool exceeds 9.0 metres in width, bottom returns will also be required.
- Bottom returns shall be flush with the pool bottom or of such a design to prevent injury to users. Bottom returns are considered to have an area of influence described by a radius of 4.50 metres. Pools with three (3) or more bottom returns are to be on a closed loop piping system.

DRAINS

Pools shall be equipped with at least two main drains, located in the deepest portion, at least 900 mm apart. The drains have to be constructed in such a way to prevent suction entrapment under all operating conditions. An anti-vortex or an approved grate that has a minimum diagonal measurement of 600 mm, has safe openings of at least four times the area of the drain pipe and is securely fixed into position to ensure that they are not readily removable by bathers, must cover each drain.

Drains have to be spaced at interval of not exceeding 6.0 metres and may not be less more than 1.50 metres from each side wall.

In addition to the above, no check valve may be installed between a suction outlet and a pump.

FLOW METER

All public swimming pools must be equipped with flow metres that measure the rate of backwash through the filter. The flow meter shall be installed between the pump and the filter on a straight section of pipe in accordance with the manufacturer's instructions, in a location where it may easily read. The meter shall measure the flow in litres per second and shall be accurate to within 5 % under all flow conditions. The flow meter shall further have an indicator that is capable of readings of at least 150 % of the normal flow rate.

SIGHT GLASS

Pressure filters systems shall have a sight glass fitted on the waste discharge pipe.

AIR RELIEF VALVES

Pressure type filters shall be equipped with a means to release internal pressure. Each pressure filter shall be equipped with an air relief piping system connected at an accessible point near the crown. Automatic air relief systems may be used instead of manual systems.

The design of a filter with an automatic air relief system as its principal means of air release shall include lids that provide a slow and safe release of pressure.

The design of a separation tank used in conjunction with a filter tank shall include a manual means of air release or a lid that provides a slow and safe release of pressure as it is opened.

ACCESS TO EQUIPMENT

All of the above equipment (including all filtration equipment) has to readily accessible for inspection, maintenance and replacement purposes.

FILTRATION

The maximum filtration rate shall not exceed the design flow rates prescribed by the ANSI/NSF Standard 50 for Commercial filters.

FILTRATION RATE – SAND

The filtration rate in high-rate sand filters shall not exceed 7.033 litre per minute per square metre of effective surface area.

FILTRATION RATE – DIATOMACEOUS EARTH

The filtration rate in high-rate sand filters shall not exceed 0.703 litre per minute per square metre of effective surface area.

FILTRATION RATE – CARTRIDGE TYPE

The filtration rate in high-rate sand filters shall not exceed 0.132 litre per minute per square metre of effective surface area.

GAUGES

Pressure gauges shall be installed on the inlet side of the pump and the inlet and outlet manifolds of the filters.

CROSS CONNECTION CONTROL

Cross-connections between potable water piping and the circulation system or water reservoir of any pool are prohibited. Potable water for makeup water may only be introduced into the reservoir as follows:

- Across an air gap of at least twice the diameter of the pipe, not less than 150 mm above the overflow level. If an over-the-rim spout is used, it shall be so located so that it not presents a hazard to users of the pool.
- 76 mm above the overflow rim of a float controlled make up water feed tank.
- By a submerged inlet which is properly protected against siphonage by a backflow prevention device.

All sewage from sanitary fittings, showers and drinking fountains shall be disposed of in a sanitary manner. Filter backwash and wasted water from swimming pools shall be discharged into a sanitary sewer through an approved air gap, an approved sub-surface disposal system or by means as approved by the Department. There shall be no direct physical connection between the sewer system and the water circulation system.

ROOF DRAIN WATER

Rainwater drainage from any structure must be diverted away the swimming pool and deck to a suitable point of disposal.

Water depth and depth markers

Swimming

Water depth shall be conspicuously and permanently marked on the walls of the swimming pool and on top of the coping or the edge of the deck next to the swimming pool as follows:

- Depth makers on a vertical wall shall be positioned to be read from the waterside.
- Depth markers that are located on the deck shall be made from slip resistant materials.
- Depth markers at a public swimming pool shall be installed at points of maximum and minimum water depth and at all points of slope change.
- Markings are required at half metre depth intervals to a depth of 1.70 metre thereafter at 1.0 metre intervals.
- Depth markers shall not be spaced further than 8.70 metres apart.
- Depth markers have to be positioned at both ends and to both sides of the swimming pool.
- Depth markers shall be in international numerals with a minimum height of 100 mm in a contrasting colour to the background.
- In pools utilised for competitive swimming and training, approach warning markings must be installed under the water level on opposite walls at the end of each swimming lane in the pool. The warning markers must be of uniform size and colour on a background of uniform contrasting colour. In addition they must be clearly visible in or out of the water at all times from a distance of not less than 1.50 metres.
- The shallow area of a swimming pool shall be visually set apart from the deep area of the pool by a rope or floating line. Except for zero depth entries, the depth of the shallow portion of a pool shall not be less than 750 mm or deeper than 1.00 metre.
- For purposes of these regulations, that portion of a public swimming pool 1.50 metre deep or less in depth shall be designated as the "non-swimmer" area. That part which deeper than the 1.50 metre depth shall be designated the "swimmer" area. In designing pools and computing the maximum load of a public swimming pool, areas are to be apportioned as follows:
 - o 1.5 Square metres of pool surface area per bather shall be provided in the "non-swimmer" area.
 - o 8.30 Square metres of pool surface area shall be provided for each swimmer in the "swimming" area of the pool.
 - o 90 Square metres of pool surface area shall be reserved around each diving board or diving platform. This area shall not be included in determining the "swimming" area.
 - o The maximum bathing load for a public swimming pool shall be determined by the number of toilets and showers that are provided in the ablution and dressing room facilities provided in the pool enclosure.

- o The maximum bathing load calculated in terms with the tables set out below shall not be exceeded.
- o The maximum bathing load shall be clearly indicated in the pool enclosure.

Overflow collection system

An overflow collection system shall be installed in all public pools. The overflow system shall be designed so that the level of the pool is maintained at the mid-point of the operating range of the skimmers.

Skimming devices, where used, shall be recessed into the pool wall and shall be installed to achieve effective skimming action throughout the pool. They shall further conform to the following:

- Skimmers to be provided on the basis of at least one per 37 square metre of pool surface area.
- The overflow slot shall be at least 200 mm in width at the narrowest section.
- The rate of flow through the skimmers shall be a minimum of 75 % of the circulation system capacity.
- They have to be designed to carry at least 137 litres per minute per linear metre of weir throat.
- A minimum of two skimmers shall be installed in public swimming pools.
- Where three or more skimmers are installed they must be on closed loop piping system.
- At least one skimmer is to be installed on the side or near the corner of the pool that is downwind of the areas prevailing wind.
- Main drain piping shall be designed to carry at least 50 % of the design flow.

Rim type overflow systems where used shall be installed on at least two opposite sides and have a total length of at least 50 % of the design capacity of the perimeter of the pool. The system shall be capable of carrying at least 50 % of the circulation system.

The surge tank shall be equipped with float controls regulating the main drain, fill line and overflow. It shall have a capacity in litres equal to the surface area of the pool measured in square metres. The surge tank may be incorporated into the gutter.

Overflow gutters, where used, shall be installed continuously around pools with the lip of the gutter level throughout its perimeter and shall conform to the following:

- They shall have sufficient opening at the top and width at the bottom to permit easy cleaning.
- The gutter bottom shall have a gradient of 1:1.5 to drainage outlets located at intervals as approved by the Department.

- Outlet piping shall be sized to circulate at least 50 % of the capacity of the circulation system and shall have a properly installed and approved cover.
- Stainless steel and other special gutter systems may be used provided they are hydraulically equivalent to overflow gutters.

Mixed inlet types, such as skimmers and gutters are prohibited on the same body of water.

Ladders, steps and recessed steps

At least one set of steps shall be provided in the shallow end of each swimming pool. Where the deep section is greater than 6.0 metres in width, two ladders, located on opposite sides of the deep section are required.

A minimum of two means of egress are required in all pools and there shall be at least one ladder for every 23 metres of perimeter. Preformed step holes with suitable handrails may be substituted for ladders.

Steps must be permanently marked so as to be clearly visible from above or below the pool surface and shall not project into the pool in such manner which will create a hazard and shall conform to the following:

- Steps may be constructed in the shallow end of a public swimming pool.
- All tread surfaces of steps must be slip resistant.
- The location of steps, ladders and recessed treads shall not interfere with racing lanes.
- Handrails shall be provided at either the side or in the middle of all stairways.
- Handrails must be installed in such a way that they can only be removed with the aid of tools.
- A swimming pool ladder shall be equipped with at least two handrails. All treads on ladders to have a slip resistant finish.
- Ladder treads to have a minimum tread width of 25 mm. The minimum height of the risers is 70 mm with a maximum riser height of 300 mm.
- Below the waterline there shall be a clearance of not more than 160 mm and not less than 80 mm between any ladder tread and the wall as measured from the side of the tread closest to the wall.
- Recessed treads shall be designed in such a way as to drain into the pool to prevent the accumulation of dirt.
- Recessed treads to have a tread width between 120 mm and a maximum of 300 mm deep.

- Recessed treads to have a riser height of between 180 mm and a maximum of 300 mm high.

A beach entry may be substituted for steps in the shallow end of a public swimming pool.

Hose taps

Hose taps shall be provided to the perimeter of all pool decks so that the decks may be washed down. The taps have to be installed in such a manner that they do not pose a hazard to bathers.

Diving facilities

Diving boards and platforms have to conform to the following:

- Diving equipment is to be permanently anchored to the pool deck.
- Equipment shall be rigidly constructed with sufficient bracing to insure stability. All platforms have to be constructed in terms with a Structural Engineering design and specifications.
- All diving stands higher than 540 mm, measured from the deck to the top of the diving board, must be fitted with a ladder or steps.
- All diving boards or platforms higher than 1.0 metre above the waterline are to be fitted with handrails. Handrails shall be at least 800 mm high and shall extend to the edge of the swimming pool wall.
- Diving equipment must be constructed out of durable and corrosion free materials. All tread surfaces are to be slip resistant.
- All diving boards shall be fitted with a label indicating the following:
 - o Manufacturers name and address
 - o Board length
 - o Fulcrum setting instructions.
- The maximum diving board height above the water is 3.0 metres.
- The maximum diving platform height above the water is 10.0 metres.
- There shall be a completely unobstructed clear vertical distance of 4.0 metres above any diving board or platform (measured from the centre of the front edge of the board or platform). The clear unobstructed space shall extend horizontally 2.4 metres behind and to each side of the board or platform and 4.80 metres ahead of the front end of the board or platform.

Starter blocks shall be located in the deep end of a public swimming pool where the depth is at least 1.50 metre.

Lifeguard chairs

Each public swimming pool shall have at least one elevated lifeguard chair for every 186 square metres of pool surface area or 150 bathers. The chairs must be located close to the deep end of the pool and provide a clear unobstructed view of the bottom of the pool. If a pool is equipped with more than one chair, the chairs have to be situated on opposite sides of the pool.

Lifesaving and safety equipment

Each public swimming pool must be provided with at least two Coast Guard type ring buoys, each with a 15 metre long, 20 mm diameter or other approved rope attached to it.

In addition a shepherds crook mounted on a 5.0 metre pole shall be provided. All safety equipment must be conspicuously located and must be readily accessible for immediate use. All safety equipment must be maintained on a regular basis.

Ablution and dressing room facilities

The general layout of ablution facilities have to be such that bathers leaving the dressing room pass the toilets and showers in sequence before entering the pool area. All entrances and exits have to be effectively screened to interrupt the line sight of persons outside the dressing rooms. Separate facilities have to be provided for each sex.

The design and construction of the ablution and dressing room facilities have to conform to the national building regulations and should be well light and ventilated.

Toilet facilities for each sex shall be provided as set out in the table below:

MEN	WOMEN
One toilet and one urinal per 100 bathers or a fraction thereof	One toilet per 50 bathers or a fraction thereof but in no case less than two toilets
One shower per 50 bathers with a minimum of two showers	One shower per 50 bathers with a minimum of two showers
One wash hand basin per 100 bathers or fraction thereof	One wash hand basin per 100 bathers or fraction thereof

Toilet roll holders, soap dispensers, etc. are to be provided to all facilities. In addition seating is to be placed in all dressing rooms. Finishes to floors are to be easily cleanable and slip resistant.

Fencing

All public swimming pools to be enclosed with a fence or wall at least 2.0 metre high to ensure that small children, dogs, livestock are not allowed access to the enclosure other than through the entrance doors or gates.

Swimming

Doors and gates are to be fitted with automatic closers and latches. Doors and gates to open outwards and panic bars are to be fitted to the inside of doors and gates. In addition the mechanical filtration equipment, disinfection equipment and circulation equipment are to be enclosed to restrict access to the general public.

Water quality standards

Swimming pool water shall be treated and maintained so that whenever the facilities are in use, the bacterial, chemical and physical quality meets the standard as set out below.

Bacterial standards

Not more than 15 % of the water samples collected from a public swimming pool shall contain the following:

- Not more than 200 bacteria per millilitre as determined by the standard (35 degree) agar plate count.
- Show a confirmed positive test for coli form organisms in any five (5) – ten (10) millilitre portions of sample or more than one coli form organism per 50 millilitre when the membrane filter test is used.
- All samples shall be collected, de-chlorinated or similarly neutralised when another disinfectant is used and examined in accordance with the procedures outlined in the latest edition of "Standard Methods for the Examination of Water and Wastewater" as published by the American Public Health Association.
- The Department may collect or request that the owners of the pool submit samples for bacteriological examination on a routine basis when the facilities are in use.

Chemical standards

Public swimming pools shall be continuously disinfected by an approved means that will maintain an adequate and readily measurable residual of disinfectant in the water as follows:

- Whenever chlorine, or a chlorine compound, is employed in pools as a disinfectant the amount of free chlorine residual in the water shall not be less than 1.0 parts per million or more than 5.0 parts per million (ppm).
- Bromine disinfectant equipment for a pool shall be designed to maintain a bromine residual of 2.0 ppm to 4.0 ppm
- Total alkalinity shall be maintained between 60 ppm and 180 ppm.
- Whenever chlorine isocyanurates or isocyanuric acid is applied to the water for stabilization a level of 100 ppm or less shall be maintained.
- The procedure for determining the free chlorine residual shall be the DPD method or any of the other methods outlined in the "Standard Method for Examination of Water and Wastewater".

Physical standards

The surface of the water shall be kept free of scum and floating debris. The bottom and the sides are to remain free of sediment, dirt, slime and algae. Water shall not be turbid and shall be sufficiently clear so that the main drain is clearly visible from the pool deck.

The temperature of the water shall not exceed 40 degrees Celsius.

Chemical disinfectant equipment

No dry or liquid chemical disinfectants are to be added directly into public swimming pools other than for shock treatments.

Dry and liquid disinfectants are to be added to the water by means of adjustable automatic feeders. All chemical equipment and feeders are to comply with SABS requirements.

When gaseous chlorine disinfectants are used the following enclosure norms shall apply:

- Mechanical exhaust equipment shall be installed to extract air at a maximum height of 150 mm above finished floor level. Fresh air intakes shall be at least 900 mm above the air extraction points.
- Ventilation equipment is to be designed to provide at least one complete air change per minute.
- Chlorine cylinders are to be kept upright and must be securely anchored. If they are stored externally then they must be kept out of direct sunlight and should preferably not be stored near ventilation shafts or public walkways.
- Warning signs have to be prominently displayed indicating the danger of chlorine gas within the enclosure. Doors to the enclosure should also be fitted with an inspection window.
- Chlorinators are to be solution-feed type capable of feeding the solution into the water circulation system without discharging the gas into the atmosphere.
- Whilst a common gas disinfectant system may be utilised in separate swimming pools, separate metering and feeding devices need to be installed for each pool.

Chemical feeders are to be installed downstream from the filters and they should only operate when the filter pump is running.

The use of chloramines as a primary disinfectant in public swimming pools is prohibited.



DECLARATION BY BIDDER: ACCEPTANCE OF 2% CORPORATE SOCIAL INVESTMENT (CSI) DEDUCTION

Tender Number:

Tender Description:

I/We the undersigned being duly authorized to act on behalf of the bidder named below, hereby acknowledge and declare that:

- The Municipality has established a Corporate Social Investment (CSI) programme intended to support community development initiatives within the municipal area.
- In the event that our bid is successful and a contract is awarded to us, we irrevocably agree and consent to a deduction of two percent (2%) from the value of each invoice submitted for payment under the contract
- We further acknowledge that the deduction shall be reflected on payment documentation and that the Municipality shall be entitled to effect such deduction without the need for further consent from us.
- We confirm that the cost implications of the 2% CSI deduction have been taken into account in our tendered rates and prices.
- This declaration forms part of our tender submission and upon award shall be incorporated into the contractual agreements between the Municipality and successful bidder.

BIDDERS DETAILS

Registered name of bidder _____

Registration Number _____

Name of authorised signatory _____

Capacity _____

Signature _____

Date _____

Company stamp (if applicable)



PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- | | | |
|---|--|--------------------------|
| - | Required by: | |
| - | At: | |
| | | |
| - | Brand and Model | |
| - | Country of Origin | |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s) | |
| - | Period required for delivery | |
| | | *Delivery: Firm/Not firm |
| - | Delivery basis | |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? YES / NO
 - 3.8.1 If yes, furnish particulars.

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
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.

***YES / NO**

.....

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.

.....

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?

* Delete if not applicable

***YES / NO**

3.1 If yes, furnish particulars

.....

***YES / NO**

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

4.1 If yes, furnish particulars

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

**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); or
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The applicable preference point system for this tender is the 90/10 preference point system.
- c) Either the 90/10 or 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	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
At least 51% black ownership	5	10		
At least 51% Women ownership	5	10		

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

.....

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

J8367bW

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 9) 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.

MBD 9

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

Js9141w 4

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and or on-site, in assembly, start-up, operation, maintenance, and or repair of the supplied goods.

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

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

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a 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 intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of 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. Anti-dumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

**25. Force
Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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