



**EMALAHLENI  
LOCAL MUNICIPALITY**

**TENDER NO: ELM 07/2019  
(RE-ADVERT)**

**PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE WATER  
TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX (36) MONTHS**

**EMPLOYER:**  
**Emalahleni Local Municipality**  
P.O Box 3  
Witbank  
1035

**Municipal Manager**  
Tel No.: +27 (13) 690 6911  
Fax No.: +27 (13) 690 6207  
E-mail: maiselahs@emalahleni.gov.za

**QUERIES:**  
**Technical Services Department**  
Ms L. Mchunu  
Tel No.: +27 (13) 653 5721  
E-mail: : [s700155@emalahleni.gov.za](mailto:s700155@emalahleni.gov.za)

**Supply Chain Management**  
Mr O. Mthimkhulu  
Tel No.: +27 (13) 690 6596  
E-mail: [mthimkhuluol@emalahleni.gov.za](mailto:mthimkhuluol@emalahleni.gov.za)

*Tender Closing Date: 12 August 2020  
Wednesday at 11:00*

*Bidder's Details:*

<i>Company Name</i>	
<i>Physical Address</i>	
<i>Contact No.</i>	
<i>E-mail Address</i>	
<i>Contact Person</i>	
<i>Central Supplier Database No.</i>	
<i>Company Registration No.</i>	

**EMALAHLENI LOCAL MUNICIPALITY**

**PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE WATER  
TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX (36) MONTHS**

**TENDER NO: ELM 07/2019**

**(RE-ADVERT)**

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**EMALAHLENI LOCAL MUNICIPALITY**

**PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND  
WASTE WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD  
OF THIRTY SIX (36) MONTHS**

**T1.1 : TENDER NOTICE AND INVITATION TO TENDER**

## Tender Notice and Invitation to Tender

### PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX (36) MONTHS

Employer Tender Number: ELM 07/2019 (RE-ADVERT)

CIDB Reference Number: 100066208

EMALAHLENI LOCAL MUNICIPALITY MPUMALANGA INVITES TENDERS FOR THE MAINTENANCE OF WATER AND WASTE WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX (36) MONTHS.

It is estimated that tenderers should have a CIDB contractor grading of 3ME or higher.

Preferences are offered to tenderers who have a grading of 3ME OR higher.

The Physical Address for submission of tender documents is:

CNR Mandela & Arras Street

eMalahleni

Witbank

1035

Documents may be downloaded after 08h00 on 2020/07/13 on the following websites:

[www.emalahleni.gov.za](http://www.emalahleni.gov.za) or [www.etenders.gov.za](http://www.etenders.gov.za)

To prevent the spread of the Covid-19 virus through interactions a compulsory briefing will not be conducted for this tender and documents will not be available for collection but will be downloadable on the above mentioned websites.

Fully completed tender documents, clearly marked with the "NAME of the Tenderer" must be placed in a sealed envelope and placed in the tender box situated on the first floor, Emalahleni Local Municipality, Civic Centre, Corner Mandela & Arras Street, eMalahleni 1039 OR sent via courier services to the above mentioned address. Couriered documents should be delivered to the First Floor, Supply Chain Management Offices at the aforementioned address. The envelope must be endorsed with the bid number, title of the bid and closing date as indicated in the document. No late bids will be considered.

Queries relating to the issues of these documents may be addressed to:

Ms Z. Moroku

Tel No. 013 690 6497

Fax No. 013 690 6207

E-mail. [masangonz@emalahleni.gov.za](mailto:masangonz@emalahleni.gov.za)

Or

Ms L. Mchunu

Tel No. 013 653 5721

Fax No. 013 690 6207

E-mail. [s700155@emalahleni.gov.za](mailto:s700155@emalahleni.gov.za)

The closing time for receipt of Tenders is 11h00 on Wednesday, 12 August 2020.

Telephonic, Telegraphic, Telex, Facsimile, Emailed and Late Tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

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

## T1.2 : TENDER DATA

### Wording

The employer is the EMALAHLENI LOCAL MUNICIPALITY.

The tender documents issued by the employer comprise:

#### **PART T1 : TENDERING PROCEDURES**

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

#### **PART T2 : RETURNABLE DOCUMENTS**

T2.1: List of Returnable Documents

T2.2: Returnable Schedules

#### **PART C1: AGREEMENTS AND CONTRACT DATA**

C1.1: Form of Offer and Acceptance

C1.2: Standard Conditions of Tender

#### **PART C2 : PRICING DATA**

C2.1: Pricing Instructions

C2.2: Bills of Quantities

C2.3 Evaluation and Adjudication Criteria

#### **PART C3 : SCOPE OF WORKS**

C3 Scope of Work

C3.1 Description of the Works

#### **ANNEXURES**

The Employer is represented by:

Name: Ms L. Mchunu

Address: 29 Mandela Street, eMalahleni, 1035

Tel: 013 653 5721

E-mail: [s700155@emalahleni.gov.za](mailto:s700155@emalahleni.gov.za)

No alternative tender offer will be considered; however proposals and suggestions are welcomed provided that they clearly state the manner of approach, designs if any, calculations and cost implications.

Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.

All documents accompanying this invitation must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box or sent via courier services to the given address. Couriered documents should be delivered at the first floor, Supply Chain Management Offices at the below mentioned

<b>Wording</b>
address before the closing date and time. The bid box is situated at Civic Centre, First Floor, Mandela Street, eMalahleni
The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: EMALAHLENI LOCAL MUNICIPALITY Physical address: 29 Mandela Street, eMalahleni, 1035
Duly completed and signed original bid documents should be sealed in an envelope marked: <b>"TENDER NO. ELM 07/2019 (RE-ADVERT)"</b> <b>PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX (36) MONTHS</b> Closing date: 12 August 2020 Closing time: 11:00 Name of bidder: _____
The closing time for submission of tender offers is stated in the Tender Notice/Invitation to Tender
Late bids shall not be accepted. Please note that bids are late if they are not received at the address given in the invitation after the bid closing date and time.
Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
All bid prices must be quoted in South African currency on a fixed price basis and include VAT.
The tender offer validity period is 90 Days from the closing date.
All relevant documents attached to this bid must be completed and signed in black ink by an authorized representative of the business. The authorized representative of the business is required to initial each page of the bidding document.
The tender shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
Access shall be provided for the following inspections, tests and analysis: Due to the spatial displacement of the various sites the site clarification meeting shall be conducted at the offices of Emalahleni Local Municipality, whereby a site briefing shall be presented. The Employer shall discuss the scope of works and answer any questions raised.
Tender offers will be opened immediately after the closing time at 11:00 for tenders at the Civic Centre Building of the municipality in the presence of a municipal representative.
The conditions contained in the General Conditions of Contract (GCC) 2010, and the attached bid forms, as well as any other conditions accompanying this invitation are applicable.
The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
The Emalahleni Local Municipality reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid at all.
The following preference point systems are applicable to all bids: <ul style="list-style-type: none"> <li>- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and</li> <li>- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).</li> </ul> <p>The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.</p>

**Wording**

Tender offers will only be accepted on condition that :

- a) the tenderer is registered on the Central Supplier Database (CSD) of the National Treasury;
- b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- c) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- d) has completed the Compulsory Municipal Bidding Documents ( MBD) and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially comprise the tender process.

The number of paper copies of the signed contract to be provided by the Employer is ONE (1).

**EMALAHLENI LOCAL MUNICIPALITY**

**PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND  
WASTE WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD  
OF THIRTY SIX (36) MONTHS**

**TENDER NO: ELM 07/2019 (RE-ADVERT)**

<b>PART T2 : RETURNABLE DOCUMENTS</b>
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**T2.1 List of Returnable Documents**

**T2.2 Returnable Schedules**

## EMALAHLENI LOCAL MUNICIPALITY

### PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX (36) MONTHS

#### TENDER NO: ELM 07/2019 (RE-ADVERT)

#### T2.1 : LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

#### 1. RETURNABLE SCHEDULES REQUIRED (included herein for completion)

Schedule : 1A	MBD 1 - Invitation to Bid
Schedule : 1B	MBD 2 - MBD 2 - Broad-Based Black Economic Empowerment (B-BBEE) status level certificates
Schedule : 1C	MBD 4 - Declaration of Interest
Schedule : 1D	MBD 6.1 - Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017
Schedule : 1E	MBD 8 - Declaration of Bidder's Past Supply Chain Management Practices
Schedule : 1F	MBD 9 - Certificate of Independent Bid Determination
Schedule : 1G	Authority of Signatory
Schedule : 1H	Record of Addenda to Tender Documents
Schedule : 1I	Schedule of Similar Work satisfactorily carried out by the Tenderer
Schedule : 1J	Proposed Amendments and Qualifications
Schedule : 1K	Submission of a Certified B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a B-BBEE sworn Affidavit ( if applicable)

#### 2. OTHER DOCUMENTS REQUIRED FOR TENDER COMPLIANCE PURPOSES

Schedule : 2A	Proof of Authority of Signatory
Schedule : 2B	Municipal water and lights statement or written confirmation that municipal rates and taxes and municipal service charges of the prospective bidder and directors of the business are not in arrears from the relevant municipality for more than 90 days or lease agreement in the case of rental of property.
Schedule : 2C	Proof of registration on the Central Suppliers Database (CSD) of the National Treasury.

Schedule : 2D Joint Venture Agreement in case of a Joint Venture signed by both parties

Schedule : 2E Proof of CIDB Registration stating an active status of grading 3ME or higher

**3. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES  
(to be attached with submission)**

- Tenderer's experience
- Organization and staffing, and experienced of key staff
- Physical Resources
- Implementation plan and Methodology

**4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

C1.1 : The offer portion of the Form of Offer and Acceptance

C1.2 : Standard Conditions of Tender

C2.1: Pricing instructions

C2.2 : Bills of Quantities

C2.3 Evaluation and Adjudication Criteria

C3.1 Description of the Works

**SCHEDULE 1A: MBD 1 - INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMALAHLENI LOCAL MUNICIPALITY**

BID NUMBER:	ELM 07/2019 (RE-ADVERT)	CLOSING DATE:	12 AUGUST 2020	CLOSING TIME:	11:00
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DESCRIPTION **PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX (36) MONTHS**

**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

**EMALAHLENI LOCAL MUNICIPALITY  
CIVIC CENTRE  
MANDELA STREET  
eMALAHLENI**

**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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT  <input type="checkbox"/> Yes  <input type="checkbox"/> No		

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
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TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
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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	SCM	CONTACT PERSON	MS L.MCHUNU
CONTACT PERSON	MS ZINHLE MOROKU	TELEPHONE NUMBER	(013) 653 5721
TELEPHONE NUMBER	(013) 690 6497	FACSIMILE NUMBER	(013) 690 6207
FACSIMILE NUMBER	(013) 690 6207	E-MAIL ADDRESS	s700155@emalahleni.gov.za
E-MAIL ADDRESS	masangonz@emalahleni.gov.za		

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**SCHEDULE 1B: MBD 2 - BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE)  
STATUS LEVEL CERTIFICATES**

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims. Bidders who do not submit B-BBEE Status T Level Verification Certificates or are noncompliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points for out of 90 or 80 for price only and **zero** points out of 10 or 20 for B-BBEE.

**SCHEDULE 1C: MBD 4 - DECLARATION OF INTEREST**

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

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

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:.....

.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
.....

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars:

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

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

**YES/NO**

2.11.1 If so, furnish particulars:

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

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

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

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**SCHEDULE 1D: MBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 90/10 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

- 1.2
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

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

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

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

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

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

**8.7 MUNICIPAL INFORMATION**

Municipality where business is situated: .....

Registered Account Number: .....

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

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

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....  
ADDRESS:.....  
.....  
.....

**SCHEDULE 1E: MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 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 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME).....

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

<b>SCHEDULE 1F: MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>
--

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This 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:

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  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.

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

<b>SCHEDULE 1G: AUTHORITY OF SIGNATORY</b>
--

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

**A. Certificate for Company**

I, ....., chairperson of the board of directors of ....., hereby confirm that by resolution of the board (**copy attached**) taken on ..... 20..., Mr./Ms. .... acting in the capacity of ....., was authorized to sign all documents in connection with this tender for contract ..... and any contract resulting from it on behalf of the company.

**As witnesses :**

- 1. .... Chairman : .....
- 2. .... Date : .....

Tenderers must attach a copy of the Resolution of the Board.

**B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as ..... hereby authorize Mr. / Ms. , ..... acting in the capacity of ..... to sign all documents in connection with the tender for Contract ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**NOTE :** This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise  
 .....  
 Mr/Ms.

..... , authorised signatory of the company .....  
 ..... , acting in the capacity of lead partner, to sign all documents  
 in connection with the tender offer for Contract ..... and any contract resulting from it  
 on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally  
 authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

**D. Certificate for Sole Proprietor**

I, ..... hereby confirm that I am the sole owner of the business  
 trading ..... as  
 .....

**As witnesses:**

1. ....	Signature	:	Sole
2. ....	owner	:	.....
	Date	:	.....

---

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as .....  
..... hereby authorize Mr./Ms. ....  
acting in the capacity of ..... , to sign all documents in connection with the  
tender for Contract ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**NOTE:** This certificate is to be completed and signed by all of the key-partners upon who rests the direction of the affairs of the Partnership as a whole.

**CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (if applicable)**

This returnable schedule is to be completed by joint ventures.  
 We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms ....  
 ....., authorised signatory of the company, close corporation or partnership .....  
 ....., acting in the capacity of lead partner, to sign all documents in  
 connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature ..... Name ..... Designation .....
		Signature ..... Name ..... Designation .....
		Signature ..... Name ..... Designation .....

**NOTE:** A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

**EMALAHLENI LOCAL MUNICIPALITY**

**PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND  
WASTE WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD  
OF THIRTY SIX (36) MONTHS**

<b>SCHEDULE 1H: RECORD OF ADDENDA TO TENDER DOCUMENTS</b>
---

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer :

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**EMALAHLENI LOCAL MUNICIPALITY**

**PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE  
WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX  
(36) MONTHS**

**TENDER NO. ELM 07/2019 (RE-ADVERT)**

<b>SCHEDULE 1I:</b>	<b>SCHEDULE OF WORK</b>	<b>SATISFACTORILY CARRIED OUT BY THE TENDERER</b>
---------------------	-------------------------	---

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Signed .....

Date .....

Name .....

Position .....

EMALAHLENI LOCAL MUNICIPALITY

PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE  
WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX  
(36) MONTHS

TENDER NO: ELM 07/2019 (RE-ADVERT)

**SCHEDULE 1J: PROPOSED AMENDMENTS AND QUALIFICATIONS**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

Page	Clause or Item	Proposal

Signed .....

Date .....

Name .....

Position .....

**EMALAHLENI LOCAL MUNICIPALITY**

**PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE  
WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX  
(36) MONTHS**

**SCHEDULE 1K: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE)  
STATUS LEVEL CERTIFICATES**

The tenderer must attach to this page a Certified B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a B-BBEE sworn Affidavit (if applicable).

**EMALAHLENI LOCAL MUNICIPALITY**

**PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE  
WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX  
(36) MONTHS**

**SCHEDULE 2A: PROOF OF AUTHORITY OF SIGNATORY**

## EMALAHLENI LOCAL MUNICIPALITY

### PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX (36) MONTHS

<b>SCHEDULE 2B: MUNICIPAL RATES AND TAXES</b>
---

Section 38 (d) (i) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

The tenderer must attach to this page proof of registration with the Municipalities (local and/or district) as a payer of municipal levies and valid proof that municipal rates and taxes and municipal service charges of the prospective bidder and directors of the business are not in arrears from the relevant municipality for more than 90 days and complete the **Clearance Certificate for Water & Lights** below or lease agreement in the case of rental of the property.

## CLEARANCE CERTIFICATE FOR WATER & LIGHTS

Section 38(d) (i) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conducts his / her business.

**Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive.** (Please tick with X where appropriate):

QUESTIONS		YES	NO
1.	Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?		
2.	If yes, provide the following details:		
2.1	▪ Municipality name		
2.2	▪ Municipal account number		
3.	If yes, please attach proof in the form of the original or certified copy of the bidder's and all director's municipal rates and taxes account not older than 3 months		
4.	Does the bidder lease / rent the property where the business is situated?		
5	If yes, provide the following details:		
5.1	▪ Landlord name		
5.2	▪ Address property is situated		
5.3	▪ Contact number of landlord		
6.	<b>Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof</b>		
I, (Insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (Insert company name)			
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			

**EMALAHLENI LOCAL MUNICIPALITY**

**PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE  
WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX  
(36) MONTHS**

**SCHEDULE 2C: CSD REGISTRATION**

The tenderer must attach to this page proof of registration on the Central Suppliers Database (CSD) of the National Treasury.

**EMALAHLENI LOCAL MUNICIPALITY**

**PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE  
WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX  
(36) MONTHS**

**SCHEDULE 2D: JOINT VENTURE AGREEMENT**

The tenderer must attach to this page proof of Joint Venture Agreement in case of a Joint Venture signed by both parties.

**EMALAHLENI LOCAL MUNICIPALITY**

**PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE  
WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX  
(36) MONTHS**

**SCHEDULE 2E: Proof of CIDB Registration**

The tenderer must attach to this page proof of CIDB registration stating an active status of grading 3ME or 3CE OR Higher.

**EMALAHLENI LOCAL MUNICIPALITY**

**PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE  
WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX  
(36) MONTHS**

**TENDER NO: ELM 07/2019 (RE-ADVERT)**

**PART C1 : AGREEMENT AND STANDARD CONDITIONS OF TENDER**

- C1.1 Form of Offer and Acceptance**
- C1.2 Standard Conditions of Tender**

**PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE  
WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX  
(36) MONTHS**

**TENDER NO: ELM 07/2019 (RE-ADVERT)**

<b>C1.1 : FORM OF OFFER AND ACCEPTANCE</b>
--

**1. OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE  
WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX  
(36) MONTHS**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of Value-Added Tax is:

**NB!! NOT APPLICABLE AS THIS IS AN AS AND WHEN REQUIRED PROJECT, PLEASE SEE THE BOQ FOR PRICING (RATES).**

**Note should be taken that the amount that is reflected by the Tenderer in the form of offer does not reflect the actual allocated work. Only tendered rates offered in the Bill of quantities will be used for each project allocated to the service provider.**

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s) .....

Name(s) .....

Capacity .....

for the **Tenderer** .....  
(Name and address of organization)

Name ..... and ..... signature  
of witness ..... Date .....

**2. ACCEPTANCE**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer’s offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer’s offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in

Part C1 : Agreements and conditions of tender (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) .....

Name(s) .....

Capacity .....

for the **Employer** .....  
(Name and address of organization)

Name ..... and ..... signature  
of witness ..... Date .....

## C 1.2: Standard Conditions of Tender

### 1 GENERAL

#### 1.1 Actions

1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

#### Note:

- a) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- b) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract

#### 1.2 Tender documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### 1.3 Interpretation

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) Incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### 1.4 **Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### 1.5 **The employer's right to accept or reject any tender offer**

1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

- 1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months unless only one tender was received and such tender was returned unopened to the tenderer.

## 1.6 Procurement procedures

### 1.6.1 General

Unless otherwise stated in the tender data, a contract will be concluded with the tenderer who is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

### 1.6.2 Competitive negotiation procedure

1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions.

1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

1.6.2.4 The contract shall be awarded in accordance with the provisions of the General Conditions of Contract after tenderers have been requested to submit their best and final offer.

## 2 TENDERER'S OBLIGATIONS

### 2.1 Eligibility

2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

2.1.2 Submit a tender offer only if the tenderer satisfies that the minimum score for functionality criteria will be met.

2.1.3 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### 2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

### 2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### 2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### 2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### 2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### 2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

## 2.8 **Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

## 2.9 **Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

## 2.10 **Pricing the tender offer**

2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

## 2.11 **Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

## 2.13 **Submitting a tender offer**

2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any

documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

- 2.13.4 Sign the original and all copies of the tender offer where required In terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories shall be the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.13.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

#### 2.14 **Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

#### 2.15 **Closing time**

- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### 2.16 **Tender offer validity**

- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (**not less than 90 days**) stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of **clause 2.13** with the packages clearly marked as "SUBSTITUTE".

2.17 **Clarification of tender offer after submission**

2.17.1 Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note:

**Clause 2.17.1** does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the employer elect to do so.

2.18 **Provide other material**

2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

2.19 **Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

2.20 **Submit securities, bonds, policies etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

2.21 **Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

**2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data

**EMALAHLENI LOCAL MUNICIPALITY**

**PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE  
WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX  
(36) MONTHS**

**TENDER NO: ELM 07/2019 (RE-ADVERT)**

<b>PART C2 : PRICING DATA</b>
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- C2.1 Pricing Instructions**
- C2.2 Evaluation and Adjudication Criteria**
- C2.3 Description of Works**
- C2.4 Bill of quantities**

## C2.1 PRICING INSTRUCTIONS

### 1. General

The pricing instructions describe the criteria and assumptions which will be assumed in the contract that the Tenderer has taken into account when developing his prices. The bills of quantities record the contractor's rates for providing supplies, services, engineering and construction works in accordance with the scope of work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the contract data. These items are not described in the pricing data.

The tenderer's obligations in pricing the tender offer and the employer's undertakings in the checking and correction of arithmetical errors are dealt with in the standard conditions of tender contained in annexure F of SANS 294, as amended in and read in conjunction with the tender data.

### 2. Documents mutually explanatory

The documents forming the Contract are to be taken as mutually explanatory of one another. The bill of quantities forms an integral part of the contract documents and shall be read in conjunction with the tender data, contract data, and scope of work, site information general and special conditions of contract, the specifications and the drawings.

### 3. Definitions

For the purpose of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit	The unit of measurement for each item of work as defined in the scope of work and site information
Quantity	The number of units of work for each item.
Rate	The payment per unit of measurement at which the contractor contracts to do the work.
Amount	The product of the quantity and the rate tendered for an item.
Sum	An amount contracted for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

### 4. Descriptions

Descriptions in the bill of quantities are abbreviated and comply generally with those in the standardised specifications. Clause 8 of each standardised specification, read together with the relevant clauses of the scope of work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable standardised specification, or the scope of work, conflict with the terms of the bill, the requirements of the standardised specification or scope of work, as applicable, shall prevail.

5. **References**

The clauses in a specification in which further information regarding the schedule item can be obtained appear under "reference clause" in the bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised specifications are identified by the letter or letters which follow in the COLTO 1998 Edition.

6. **Net measurements**

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

7. **Quantities**

The quantities set out in the bill of quantities are the estimated quantities of the contract works, but the contractor will be required to undertake whatever quantities may be directed by the engineer from time to time. The contract price for the completed contract shall be computed from the actual quantities of work accepted and certified for payment.

8. **Currency**

All rates and sums of money quoted in the bill of quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

9. **Value Added Tax**

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the bill of quantities. VAT will be added as a single entry to the summary.

10. **Rates and prices**

10.1 General

- a) The contractor must price each item in the bill of quantities in **BLACK INK**. Reproduced computer printouts of the bills of quantities will not be acceptable.
- b) The rates and prices to be inserted in the bill of quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) A price or rate is to be entered against each item in the bill of quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the

bill. The contractor will not be paid for items against which no rate or lump sum has been entered in the bill of quantities.

- d) Should the contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.

## 10.2 "Rate only" items

The contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

## 10.3 Arithmetic

Excepting where sum amounts are required or where provisional sums have been indicated, the contractor shall enter an applicable rate in the rate column of the bill of quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the quantity and the unit rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the employer in determining the contract price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, such error will be corrected by the employer in determining the contract price.

## 11. Variation in text

No alteration, erasure or addition is to be made in the text of the bill of quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the bill of quantities will be adhered to.

## 12. Construction

- a) Attention is drawn to clause 6.7.1 of the general conditions of contract and the contractor must not order the quantities of materials stated in the bill of quantities until he has confirmation from the Manager Electrical or measurement on site that such equipment are in fact the correct equipment.
- b) Items marked "L" in the bill of quantities shall be carried out using labour intensive methods.

## C2.2 TENDER DATA AND EVALUATION AND ADJUDICATION CRITERIA

2.2.1	<p>The employer's right to accept or reject any tender offer: The employer is not obliged to accept the lowest or any tender offer</p>
2.2.2	<p>Eligibility</p> <p>A tenderer will not be eligible to submit a tender if:</p> <ul style="list-style-type: none"> <li>(a) The contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the employer's procurement due to corrupt or fraudulent practices;</li> <li>(b) The tenderer does not have the legal capacity to enter into the contract;</li> <li>(c) The contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;</li> <li>(d) The tenderer does not comply with the legal requirements stated in the employer's procurement policy;</li> <li>(e) The tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;</li> <li>(f) The tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract;</li> <li>(g) Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders;</li> <li>(h) Only those tenderers who are registered with the CIDB as defined in the Regulations 9 June 2004 and 22 July 2005), in terms of the CIDB Act No. 38 of 2000, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>3ME or Higher</b> class of construction work, are eligible to submit tenders.</li> </ul> <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> <li>(a) every member of the joint venture is registered with the CIDB;</li> <li>(b) the lead partner has a contractor grading designation in the class of <b>3ME or Higher</b> construction work;</li> </ul>

CLAUSE NO.															
2.2.3	<p>All bid proposals received will firstly be evaluated on the following scoring criteria on the basis of functionality and price (80%) and B-BBEE (20%). Prospective bidders must at least achieve a minimum score of 65% in respect of functionality in order to be regarded as responsive and to qualify for further evaluation.</p> <p><b>Summary of functional evaluation</b></p> <table border="1"> <thead> <tr> <th></th> <th>MAXIMUM POINTS</th> </tr> </thead> <tbody> <tr> <td>Schedule 1 - Tenderer's experience</td> <td>30</td> </tr> <tr> <td>Schedule 2 - Organization and staffing, and experienced of key staff</td> <td>10</td> </tr> <tr> <td>Schedule 3 - Physical Resources</td> <td>50</td> </tr> <tr> <td>Schedule 4 - Implementation plan and Methodology</td> <td>10</td> </tr> <tr> <td><b>Maximum total evaluation points</b></td> <td>100</td> </tr> <tr> <td></td> <td><b>MAXIMUM POINTS</b></td> </tr> </tbody> </table>		MAXIMUM POINTS	Schedule 1 - Tenderer's experience	30	Schedule 2 - Organization and staffing, and experienced of key staff	10	Schedule 3 - Physical Resources	50	Schedule 4 - Implementation plan and Methodology	10	<b>Maximum total evaluation points</b>	100		<b>MAXIMUM POINTS</b>
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	<b>Maximum total evaluation points</b>	100													
	<b>MAXIMUM POINTS</b>														
2.2.4	The closing time for submission of tender offers is as indicated in the tender notice and invite.														
2.2.5	<p>Alterations to document</p> <p>A tender offer shall not be considered if alterations have been made to the forms of tender data or contract data (unless such alterations have been duly authenticated by the tenderer) or if any particulars required therein have not been completed in all respects.</p>														

## SCHEDULE 1

### EVALUATION SCHEDULE: TENDERER'S EXPERIENCE

The experience of the tenderer in similar projects and conditions in relation to the scope of work will be evaluated here.

Briefly describe company or individual experience in regard to the above scope of work and attach this to this schedule.

**NB: Proof of previous work history must be attached for e.g. appointment or reference letter etc.**

A summary of the relevant work experience in line with the scope of work should be indicated in the table below: (Any additional information regarding previous work experience can be attached to this schedule).

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

	Tenders Experience	Maximum Points
Non-responsive	Tenderer has no experience or no information has been provided	0
Poor	Tenderer has previous work experience but not relevant to scope of work.	5
Satisfactory	Tenderer has relevant experience. Tenderer has completed 1 - 5 similar projects.	10
Good	Tenderer has relevant experience in relation to the project. Tenderer has completed 6 - 15 similar projects.	25
Very good	Tenderer has outstanding work experience in projects of a similar nature. Tenderer has completed >15 similar projects.	30
	<b>MAXIMUM POINTS</b>	<b>30</b>

## SCHEDULE 2

### EVALUATION SCHEDULE PROPOSED ORGANIZATION, STAFFING & KEY STAFF EXPERIENCE

The Tenderer should indicate the company high level organizational structure and composition of their team responsible for this project. The key staff members involved with their main disciplines and or roles of responsibilities (job descriptions) must be attached to this page as well as the proposed technical and support staff allocated to work on the project to successfully implement this tender.

Experience of the key staff (assigned personnel) in relation to the scope of work will be evaluated from three different points of view:

- a) General experience (total duration of professional activity), level of education and training and positions held of each key staff member / expert member.
- b) The education, training and experience of the key staff members / experts, in the specific sector, field, subject, etc. which is directly linked to the scope of work.

<b>Experience of Project Team</b>		
<b>Resource</b>	<b>Item</b>	<b>Maximum points</b>
Supervisor	No Information or relevant experience	0
	0-2 years Experience with water infrastructure maintenance projects	1
	>2-5 years Experience with water infrastructure maintenance projects	2
	>5 years Experience with water infrastructure maintenance projects	4
	<b>Max points</b>	<b>4</b>
Skilled	0-2 year's Experience with water infrastructure maintenance projects	1
	>2-5 years Experience with water infrastructure maintenance projects	2
	>5 years Experience with water infrastructure maintenance projects	4
	<b>Max points</b>	<b>4</b>
Unskilled	0-2 years Experience with water infrastructure maintenance projects	1
	>2-5 years Experience with water infrastructure projects	2
	<b>Max points</b>	<b>2</b>
<b>Maximum Points</b>		<b>10</b>

**SCHEDULE 3**

**EVALUATION SCHEDULE: CAPACITY TO EXECUTE & IMPLEMENT THE TENDER  
(PHYSICAL RESOURCES)**

**LIST OF AVAILABLE RESOURCES**

<b>Equipment (Attached proof of ownership or a letter of intent from an accredited plant hire company)</b>	<b>Item</b>	<b>Max Points/Score</b>	<b>Allocated Points</b>
Local Workshop Facilities within 35km of ELM	No local workshop or no information provided	0	
	Hired	3	
	Owned	10	
Bob Cat/TLB	No vehicle information provided	0	
	Vehicle to be hired	3	
	Owned	10	
Combination Vacuum Truck	No vehicle information provided	0	
	Vehicle to be hired	3	
	Owned	10	
1 x LDV	No vehicle information provided	0	
	Vehicle to be hired	3	
	Owned	10	
High Pressure Jetting Machine	No Vehicle information provided	0	
	Vehicle to be hired	3	
	Owned(older than 1 to 5 year)	10	
<b>Maximum points</b>		<b>50</b>	

**NB: Proof of ownership or lease, or internet letter to lease physical resources (vehicle & equipment) must be attached to the document.**

#### SCHEDULE 4

### EVALUATION SCHEDULE: IMPLEMENTATION PLAN & METHODOLOGY TO IMPLEMENT THE PROJECT

The tenderer should describe briefly the process and methodology which will be followed to implement the project with key timeframes. The main disciplines and roles of responsibilities must be highlighted and indicate the technical support that will be provided on the project etc. The information must be attached to the tender document.

Non-responsive (score 0)	No information has been provided.
Score 5	Quality Management Plan
Score 5	Occupational Health and Safety Plan
Score 10	<b>Maximum score</b>

## C2.3 Description of Works

PROSPECTIVE BIDDERS ARE HEREBY INVITED TO SUBMIT BIDS FOR APPOINTMENT OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX (36) MONTHS.

### **A General Information**

#### Purpose

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE WATER TREATMENT WORKS AS AND WHEN REQUIRED

#### Type of contract

The contract is anticipated to be a 36 months contract.

#### Submission of proposals

The proposal must be sealed in an envelope clearly marked "PANEL OF SERVICE PROVIDERS FOR MAINTENANCE WORK OF WATER AND WASTE WATER TREATMENT WORKS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX (36) MONTHS" must be deposited in the tender box of Emalahleni Local Municipality on or before the closing date of 12 August 2020.

Bid documents must be signed by an authorized agent to bind the consultant to its provisions.

#### Oral presentation

Finalists may be invited to present their proposals in a meeting with the municipality at a date to be advised.

### **B Background**

Emalahleni Local Municipality (ELM) is a Water Services Authority and a Water Services provider and has 3 Municipal Dams, 3 x Water and 7 x Wastewater Treatment Works, bulk distribution storage systems and reticulation systems under its jurisdiction.

The Municipality wishes to procure the services of reputable and experienced Mechanical, Electrical and Civil Contractors to perform the repair and maintenance of certain Water, Dam and Waste Water Treatment Works period of thirty six (36) months.

During the contract, the Service Providers shall ensure that there is effective and meaningful skills transfer and capacity building within the Municipality. The Service Providers will perform a maintenance role on behalf of the Employer, as and when requested by the Employer.

The Contractors/Service Providers shall provide maintenance services for plant, equipment and associated infrastructure involving the following engineering and general disciplines:

- Mechanical;
- Electrical and
- Minor civil works. Minor civil works refer to the minimal civil works required to make mechanical works operational.

## C Scope of Work

### OVERVIEW OF THE TREATMENT WORKS

The Works are located within the Emalahleni Local Municipal area. Access to a few Works necessitates travelling on gravel roads, which may require the use of an all-Terrain Vehicle. The Tenderer shall be required to sign a visitor logbook and ensure the job card is signed by the Employer representative when visiting the sites related to this contract.

This Contract includes repair and supply of mechanical components such as;

- Water pumps;
- Sewerage pumps;
- Sludge pumps;
- Gearboxes;
- High-lift pump stations;
- Gate valves;
- Non-return valves;
- Hydraulic/pressure valves;
- Rotating bridge gearbox and motors;
- Horizontal and vertical surface aerators.
- Grounds and Terrain maintenance
- Cleaning and removal of drying beds
- Cleaning sump, ponds and storage tanks
- Maintenance and supply and safety equipment
- Supply of Silos electronic and mechanical spares
- Purchase and sourcing of critical spares for process units
- Building maintenance including minor electrical works
- Plumbing work

### WATER AND WASTEWATER TREATMENT WORKS

Works	Process Description	Design Capacity ML per day
Municipal Dams	Witbank, Rietspruit & Doornport Dam	
Witbank WTW	Raw water abstraction from Witbank Dam to Point B raw water storage dam. The raw water is dosed with lime for pH adjustment via Lime Silos or feedes flocculation; settling; & rapid sand filtration; disinfection; clear water gravitates to Point D Reservoir	110 ML/d
Ga-Nala WTW	Raw water abstracted from the Jericho Scheme. The raw water is dosed with lime for pH adjustment, flocculation; settling; & rapid sand filtration; disinfection; clear water gravitates to the Main Reservoir	15 ML/d
Rietspruit WTW	Raw water abstraction from Rietspruit dam; flocculation; settling; filtration; disinfection; clear water pumping; command reservoir.	4 ML/d

Phola WWTW	Raw pump station, mechanical screens, ponds, biological filters, secondary settling tanks, drying beds, contact tank with pumps and chlorination system	8 ML/d
Ferrobank WWTW	Mechanical screens, PST, biological filters, secondary settling tanks, drying beds contact tank, and chlorination system	14 ML/d
Naaupoort WWTW	Mechanical screens, PST, BNR, secondary settling tanks, drying beds, contact tank, sludge digesters and chlorination system	10 ML/d
Klipspruit WWTW	Mechanical screens, PST, BNR, secondary settling tanks, drying beds, contact tank, sludge digesters and chlorination system	10 ML/d
Riverview WWTW	Mechanical screens, PST, BNR , secondary settling tanks, drying beds, contact tank, sludge digesters and chlorination system	12 ML/d
Ga-Nala WWTW	Manual screens, PST, BNR, secondary settling tanks, drying beds, contact tank and chlorination system	4.2 ML/d
Thubelihle WWTW	Mechanical screens, PST, BNR, biological filters, secondary settling tanks, drying beds, contact tank, sludge digesters and chlorination system	6 ML/d
Rietspruit WWTW	Mechanical screens, PST, BNR , secondary settling tanks, drying beds, contact tank, sludge digesters and chlorination system	2 ML/d

#### LOCATION OF THE WORKS

All the works are located within the municipal area Witbank town, & location, Ogles/ Phola Rietspruit and Ga-Nala of Emalahleni Local Municipality.

#### LEGISLATIVE REQUIREMENT

Tenderers are to ensure compliance to contractual obligations and all necessary legislations within this contract. This include inter alia but without limitation, compliance to the following:

- The Occupational Health and Safety Act 85 of 1993 (OHSAct)
- The Labour Relations Act 66 of 1995 (LRA)
- The Basic Conditions of Employment Act, No. 75 of 1997 (BCEA)
- The Employment Equity Act, No. 55 of 1998 (EEA)
- The Promotion of Equality and Prevention of Unfair Discrimination Act, No. 4 of 2000
- The Skills Development Act, No. 97 of 1998 (SDA)
- The Skills Development Levies Act, No. 9 of 1999 (SDLA)
- National Environmental Management Act, Act 107 of 1998
- National Water Act, Act 36 of 1998

#### MAINTENANCE WORK

Management and Support Structures

Tenderers are to provide details of their proposed Management and Support Structure Plan with their tender, including their proposed Management and support structures and CV's of their key personnel dedicated to the contract, including:

#### TEAM LEADER/SUPERVISOR

Team Leader will be responsible for the effective management, monitoring and control of all:

- Maintenance work
- Unplanned maintenance and emergency repairs.

The Team Leader, with sound, practical maintenance experience on water and wastewater treatment plants.

#### REPLACEMENT PARTS AND MATERIAL

The Tenderer shall be provided with all replacement parts/material required for maintenance work. If a parts or material is needed and the part or material is not kept as a stock item or readily available for any reason. The part or material can be procured by the Tenderer with a handling fee not exceeding fifteen percent (15%), in which case proof of procurement should be attached to the claim for payment. No part or material may be procured prior approval by the Employer.

#### MAINTANANCE PERSONEL

The Tenderer shall provide detail on their proposed organizational structure for the on-going maintenance and repair of the Works, including for mechanical, electrical, Instrumentation and other services. CV's of the proposed millwrights, electricians, fitters and handymen shall be provided.

The Tenderer shall put into place control systems that ensure proper recordkeeping and activity based costing of the maintenance of all assets included in the Works. The system shall have the ability to record all maintenance activities, dates, resources employed and associated costs. Job cards should include for all skilled and unskilled maintenance personnel (labour), spares and other materials, transport, plant and equipment required for the activity receiving attention.

#### FACILITIES, PLANT AND EQUIPMENT

The Tenderer shall provide detail of all established maintenance and repair facilities and resources available including:

- Workshops and stores within a reasonable distance from eMalahleni CBD.
- tools, plant and equipment;
- vehicles and trucks;
- specialist equipment and
- Maintenance equipment.

Notwithstanding the location of the workshop, the Tender will be required to respond within the specified response time set in this document.

#### EMERGENCY RESPONSE SERVICES

The Tenderer shall provide detail of their contact persons and 24/7 emergency response resources that are available for this contract.

## EMERGENCY MAINTENANCE

Within the specified down-time limitations, the Tenderer shall carry out all emergency maintenance, being the repair and/or replacement of a part / component or unit (where unit is supplied by the Municipality) of defective plant and equipment where such breakdown is without standby and disables a complete installation, preventing it from functioning at its designed service level. Emergency maintenance includes provision of services after municipal work hours including, weekend and public holidays.

## REFURBISHMENT AND REPLACEMENT

Refurbishment and replacement is carried out when a unit of plant or equipment has reached the end of its useful or serviceable life and the on-going cost of maintaining the unit exceeds the on-going amortization cost of replacing or extensively refurbishing the item of plant or equipment.

## RESPONSE TIMES

The requirements set for maximum downtime and maximum response times shall be as follows:

Event	Maximum downtime allowed	Maximum response time
Breakdown maintenance	3 (three) days	24 (twenty-four) hours
Emergency maintenance	12 (twelve) hours	3 (three) hours

The maximum down time is subject to the availability of material and/or spares only.

## MAINTENANCE COSTS

In the case of breakdown and emergency maintenance; refurbishment and replacement costs, the Tenderer shall be responsible for sourcing the necessary resources (human, equipment and finances) to do the maintenance work.

For any nature of work not provided for in the pricing schedule; the Employer reserves the right to request comparative quotations from all three the appointed contractors, and the contractor with highest preferential score shall be appointed to do the work.

## MAINTENANCE RECORDS AND REPORTS

The Tenderer shall maintain accurate records and reports on all maintenance work carried out.

## GUARANTEES AND WARRANTIES

The Tenderer shall cede any supplier or factory guarantee for repaired or replaced components or equipment to the Employer and will ensure that such guarantees are not encumbered or jeopardized in any way. All materials and labour used for planned or unplanned maintenance repair shall be guaranteed by the supplier for at least six (6) months. Test certificates shall be provided upon delivery (and form part of monthly reports) for all equipment serviced, repaired or installed under this contract. Outsourced skilled labour shall be likewise guaranteed for a period of six months.

**C2.4 BILL OF QUANTITIES**

ITEM NO.	LABOUR	Unit	Quantity per day	Rate	Amount (36 months)
1.1	General Foreman/Supervisor	Per person	1	R	R
	Skilled Artisan: Electrician/Fitter/Boilermaker/Millwright/Plumber	Per person	1	R	R
	(Unskilled)Assistant/Handyman	Per person	1	R	R
	<b>SUBTOTAL CARRIED FORWARD</b>	Total		R	R
1.2	<b>PART, MATERIAL OR COMPONENT SUPPLIED @15% MARKUP</b>	SUM	15%	15%	15%
1.3	<b>PRELIMINARY AND GENERAL</b>		Quantity per month	Rate Per month	Amount (36 months)
	PRELIMINARY AND GENERAL (Including Contractual requirements, Project Management costs Overhead costs, Accommodation, Time related costs and travelling costs)	Sum	1	R	R
	Occupational Health and safety including COVID -19 Regulations	Sum	1	R	R
	<b>SUBTOTAL CARRIED FORWARD</b>	Total		R	R

**SUMMARY OF PRICING**

ITEM	DESCRIPTION	AMOUNT (ZAR)
1.0	LABOUR	R
1.2	PART, MATERIAL OR COMPONENT SUPPLIED	FIXED @15% MARK UP
1.3	PRELIMINARY AND GENERAL	R
1.4	VALUE ADDED TAX (15%)	R
1.5	GRAND TOTAL FORWARDED TO FORM OF OFFER	R

**SELF COMPLIANCE CHECK SHEET**

Ref no	Question	ELM'S Requirement	Bidder's Response
		YES *	YES / NO
1	Have you initialed all the pages of the bid document?	YES	
2	Have you completed and signed the Returnable Schedules required?	YES	
3	Have you completed and signed the MBD 4 form - Declaration of Interest?	YES	
4	Have you taken note of the contents of par 5 of MBD 6.1 to substantiate your B-BBEE rating claims? Have you submitted an original, valid or certified copy of your Company's B-BBEE certificate to qualify for preference points?	YES	
5	Have you completed and signed the MBD 8 - Declaration of bidder's past Supply Chain Management Practices and MBD 9 - Certificate of Independent Bid Determination?	YES	
10	Do you understand the Scope of Work that includes the Standard Specifications / Project Specifications and Particular Specifications?	YES	
11	Have you completed the MBD 1 form?	YES	
12	Is the Company registered with the Central Supplier Database (CSD) of the National Treasury in terms of the category required in this Specification? Have you submit a copy of your CSD Report?	YES	
13	Is the Company registered with the CIDB in terms of the category required in this Specification? Have you submitted a copy of your proof of registration?	YES	

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## ANNEX A

### HEALTH AND SAFETY SPECIFICATION

#### 1. BACKGROUND

In terms of the Construction Regulation 4 (1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, the Client is required to compile a Health & Safety Specification for the intended project and provide such specification to any prospective tenderer.

The Client's further duties are as 4(1) to 4(6) in The Construction Regulations, July 2003.

#### 2. SCOPE

Development of a Health & Safety Specification that addresses all aspects of occupational health and safety as affected by the **Construction of civil engineering services EMALAHLENI Local Municipality**.

#### 3. OH&S MANAGEMENT

##### 3.1 Structure and Organization of OH&S Responsibilities

##### 3.1.1. Overall Supervision and Responsibility for OH&S

- The Client is to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved OH&S Plan.
- The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act is to ensure that the Employer (as defined in the Act) complies with the Act. **Annexure 2 - "Legal Compliance Audit"** may be used for this purpose.
- Any OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her respective appointment forms.
- The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6.

##### 3.1.2. Further (Specific) Supervision Responsibilities for OH&S

Appointments required by the Act and Regulations:

- OH&S Representatives (Sections 17/18 of the Act)
- OH&S Committees (Sections 19/20 of the Act)
- Risk Assessor (Construction Regulation. 7(1))
- Accident/Incident Investigations Co-ordinator (General Administrative Regulation 9 (2))
- Form/Support work Supervisor (Construction Regulation 10(a))
- *Batch Plant Supervisor (Construction Regulation 18(1))*
- *Stacking & Storage Supervisor (Construction Regulation 26(a))*

- *Fire Equipment Inspector (Construction Regulation 27(h))*
- Electrical Installations, Machinery & Appliances Inspector (Construction Regulation 22)
- Excavations Supervisor (Construction Regulation 11(1))
- Demolition Supervisor (Construction Regulation 12(1))
- OH&S Officer (where necessary) (Construction Regulation 6(6))
- Person Responsible for Machinery (General Machinery Regulation 2)
- Emergency, Security and Fire Co-ordinator (Construction Regulation 27(h) & Environmental Regulation 9)
- Fire Equipment Inspector (Construction Regulation 27(h) Environmental Regulation 9)
- First Aider (General Safety Regulation 3(2))
- Hazardous Chemical Substances Supervisor (HCS Regulations)
- Ladders Inspector (General Safety Regulation 13A)
- Lifting Equipment Inspector (Construction Regulation 20)
- Operators & Drivers of Construction Plant & Vehicles (Construction Regulation 21 (i))
- Structures Supervisor (Construction Regulation 9)
- Users Operators of Construction Equipment (Construction Regulation 21(i))
- Welding Supervisor (General Safety Regulation 9)

### **3.2. Communication and Liaison**

- OH&S liaison between the Client, the Principal Contractor, the other Contractors, the Consulting Engineer and other concerned parties will be through the OH&S Committee as in 3.10.
- In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S Committee and their elected Trade Union Representatives, if any.
- The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Consulting Engineer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

### **3.3. OH&S File**

The Principal Contractor must, in terms of Construction Regulation 5 (7), keep a health and safety file on site at all times that must include all documentation required in terms of the

Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The following documents must be kept in the OH&S file:

- Notification of Construction Work (Construction Regulation 3.)
  - Copy of OH&S Act (updated) (General Administrative Regulation 4.)
  - Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
  - Copy of health and safety plan (construction regulation 5 (1))
  - OH&S Programme agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1))
- Designs/drawings (Construction Regulation 5 (8))
- A list of Contractors (Subcontractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9)
  - Appointment / Designation forms as per 3.1.1. and 3.1.2. above.
  - Registers as follows:
    - \* Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
    - \* OH&S Representatives Inspection Register
    - \* Form/Support work Inspection
    - \* Excavations Inspection
    - \* Lifting Equipment
    - \* Demolition Inspections
    - \* Designer's Inspection of Structures Record
3. \* Batch Plant Inspections
  4. \* Arc & Gas Welding & Flame Cutting Equipment Inspections
  5. \* Construction Vehicles & Mobile Plant Inspections
  6. \* Electrical Installation and Machinery Inspections
  7. \* Fire Equipment Inspection & Maintenance
  8. \* First Aid
    - \* Hazardous Chemical Substances

- 9. \* Lifting Tackle and Equipment Inspections
- 10. \* Inspection of Cranes
- 11. \* Inspection of Ladders
- 12. \* Inspection of Vessels under Pressure
- \* Machinery Inspections
- \* Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections

The Principal Contractor will be required to submit the abovementioned registers monthly to the chairperson of the OH&S Committee for endorsement.

The Health & Safety File must be handed over to the Client on completion of the contract. It must contain all the documentation handed to the Principal Contractor by any subcontractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

#### **3.4. OH&S Goals and Objectives and Arrangements for Monitoring and Review of OH&S Performance**

The Principal Contractor is required to maintain a Compensation Incidence Frequency Rate (CIFR) of at least 8 (Refer **Annexure 3** - "Measuring Injury Experience") and to report on this to the Client on a monthly basis.

#### **3.5. Identification of Hazards and Development of Risk Assessments, Standard Working Procedures (SWP) and Method Statements**

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (Refer to **Section 4.** below "Project/Site Specific Requirements")

#### **3.6. Arrangements for Monitoring and Review**

##### **3.6.1. Monthly Audit by Client**

The Client will be conducting a Monthly Audit to comply with Construction Regulation 4 (1) (d) to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

##### **3.6.2. Other Audits and Inspections by Client**

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Principal Contractor must accompany the Client on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

##### **3.6.3 Reports**

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached **Annexure 4: "SHE Risk Management Report"**

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- dies
- becomes unconscious
- loses a limb or part of a limb
- is injured or becomes ill to such a degree that he/she is likely either to die, or to suffer a permanent physical defect, or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- a major incident occurred
- the health or safety of any person was endangered
- where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- machinery ran out of control

to the Provincial Director of the Department of Labour within seven days. (Section 24 of the General Administrative Regulation 8.). The Principal Contractor is required to provide the Client with copies of all statutory reports required in terms of the Act.

**The Principal Contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports including the reports contemplated in 3.9. below.**

#### 3.6.4 Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each two weekly site inspection/meeting as the construction work develops and progresses and each time that changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned parties with copies of any changes, alterations or amendments.

### 3.7 Site Rules and Other Restrictions

#### 3.7.1 Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

#### 3.7.2 Security and Emergency Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period.

Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of security rules and procedures and maintain these throughout the construction period.

The Principal Contractor must appoint a competent Emergency Controller who must develop emergency contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

### 3.8 Training

The contents and syllabi of all training required by the Act and Regulations must be included in the Principal Contractor's OH&S Plan.

#### 3.8.1 General Induction Training

All employees of the Principal and other Contractors to be in possession of proof of General Induction Training

#### 3.8.2 Site Specific Induction Training

All employees of the Principal and other Contractors to be in possession of Site Specific OH&S Induction Training.

#### 3.8.3 Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training.

**OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification and the Risk Assessment/s):**

- \* General Induction (Section 8 of the Act)
- \* Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- \* Site/Project Manager
- \* Construction Supervisor
- \* OH&S Representatives (Section 18 (3) of the Act)
- \* Training of the Appointees indicated in 3.1.1. & 3.1.2. above
- \* Operation of Cranes (Driven Machinery Regulations 18 (11))

- \* Operators and Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- 13. \* Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- 14. \* Basic First Aid (General Safety Regulations 3)
- 15. \* Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- \* Emergency, Security and Fire Co-ordinator

### **3.9. Accident and Incident Investigation**

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she had to be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9).

The results of the investigation to be entered into the Accident/Incident Register. (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

### **3.10 OH&S Representatives and Committees**

#### **3.10.1. Designation of OH&S Representatives**

Where the Principal Contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S Representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S Representative are executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

#### **3.10.2. Duties and Functions of the OH&S Representatives**

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor.

OH&S representatives must be included in accident/incident investigations.

OH&S representatives must attend all OH&S committee meetings.

#### **3.10.3. Appointment of OH&S Committee**

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives (this number is not to exceed the number of OH&S representatives on the committee) and a representative of the Client who shall act as the chairperson without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

- Opening and welcome
- Present/Apologies/Absent
- Minutes of previous meeting
- Matters arising from the previous minutes
- OH&S Representatives Reports
- Incident Reports & Investigations
- Incident /Injury statistics
- Other matters
- Endorsement of Registers and the statutory documents by a representative of the Principal Contractor
- Close/Next Meeting

#### **4. PROJECT / SITE SPECIFIC REQUIREMENTS**

The following is a list of specific activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- \* Clearing & Grubbing of the Area/Site
- \* Site Establishment including:
  - Office/s
  - Secure/safe storage for materials, plant & equipment
  - Ablutions
  - Sheltered eating area
  - Maintenance workshop
  - Vehicle access to the site
- \* Dealing with existing structures (NB: the existing pipeline is also a structure.)

- \* Location of existing services
- \* Installation and maintenance of temporary construction electrical supply, lighting and equipment
- \* Adjacent land uses/surrounding property exposures
- \* Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible before the OH&S of non-employees affected by his/her work activities.)
- \* Health risks arising from neighbouring as well as own activities and from the environmental threats by dogs, bees, snakes, lightning etc.
- \* Exposure to noise
- \* Exposure to vibration
- \* Protection against dehydration and heat exhaustion
- \* Protection from wet & cold conditions
- \* Dealing with HIV/Aids and other diseases
- \* Use of Portable Electrical Equipment including
  - Angle grinder
  - Electrical drilling machine
  - Skill saw
- \* **Excavations including**
  - Ground/soil conditions
  - Trenching
  - Shoring
  - Drainage of trench
- \* **Welding including**
  - Arc Welding
  - Gas welding
  - Flame cutting
  - Use of LP gas torches and appliances
- \* Loading & offloading of trucks
- \* Aggregate/sand and other materials delivery
- \* Manual and mechanical handling

- \* Lifting and lowering operations
- \* Driving & operation of construction vehicles and mobile plant including
  - Trenching machine
  - Excavator
  - Bomag roller
  - Plate compactor
  - Front end loader
  - Mobile cranes and the ancillary lifting tackle
  - Parking of vehicles & mobile plant
  - Towing of vehicles & mobile plant
- \* Use and storage of flammable liquids and other hazardous substances
- \* Layering and bedding of trench floor
- \* Installation of pipes in trench
- \* Pressure testing of pipeline
- \* Installing heat shrink joint sleeves
- \* Backfilling of trench
- \* Protection against flooding
- \* Gabion work
- \* Use of explosives
- \* Protection from overhead power lines
- \* As discovered by the Principal Contractor's hazard identification exercise
- \* As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- \* As discovered from any accident/incident investigation.

Annexure 1: Construction Occupational Health – Safety – Environment Audit System

Annexure 2: Guidelines for the development of a Health and Safety Plan.

Annexure 3: Guide to Risk Assessment

## ANNEXURE 1

### CONSTRUCTION OCCUPATIONAL HEALTH - SAFETY - ENVIRONMENT

#### AUDIT SYSTEM

(Based on the New Construction Regulations)

*\* Denotes items applicable to both Construction sites and Contractors Plant/Storage*

#### 1. ADMINISTRATIVE & LEGAL REQUIREMENTS

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 3	*Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COID Act Section 80	*Registration with Compens. Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	OH&S Specification & Plan	OH&S Specification received from Client OH&S plan developed Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	*Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors informed/trained	
Section 16(2)	*Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor	
Section 17 & 18	*Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.	
Section 19 & 20	*Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	
Section 37	*Agreement with Mandatories (Sub-Contractors)	Written agreement with Subcontractors. List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	
Construction. Regulation 7	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights	

Section/Regulation	Subject	Requirements	Yes/No
		Fall Protection Plan drawn up/updated Available on Site	
Construction. Regulation 8	Roof work	Competent person appointed to plan & supervise Roof work. Proof of appointees competence available on Site Risk Assessment carried out Roof work Plan drawn up/updated Roof work inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 9	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers/hazards/special Measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept	
Construction. Regulation 10	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept	
Construction. Regulation 11	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept	
Construction. Regulation 12	Suspended Scaffolding	Competent persons appointed in writing to: - erect Susp.Scaffolding (Scaffold Erector/s) - act as Susp.Scaffold Team Leaders - inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted Certificate of Authorization issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person - after erection and before use - Daily prior to use. Inspection register kept The following tests to be conducted by a competent person: - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept	

Section/Regulation	Subject	Requirements	Yes/No
		Employees working on Susp.Scaffold medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used	
Constructions. Regulation 14	Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept	
Construction. Regulation 16	Materials Hoist	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.	
Construction. Regulation 17	Caissons & Cofferdams	Competent person appointed in writing to supervise, control & inspect the construction, installation/dismantling of caissons/coffer dams Written Proof of Competence of above appointee available on Site Risk Assessment carried out To be inspected daily by a competent person. Inspections register kept	
Construction. Regulation 18	Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use	
Construction. Regulation 19	Batch Plants	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept	
Construction. Regulation 20/ Mine Health & Safety Act (29 of 1996)	Tunneling	Complying with Mines Health & Safety Act (29 of 1996) Risk Assessment carried out	
Construction. Regulation 21/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - <b>daily by operator</b> - Tower Crane/s – <b>after erection/6monthly</b> - Other cranes – <b>annually by comp. person</b>	

Section/Regulation	Subject	Requirements	Yes/No
		- Lifting tackle(slings/ropes/chain slings etc.) - <b>3 monthly Risk Assessment</b> carried out	
Construction. Regulation 22/Electrical Machinery Regulations 9 & 10/Electrical Installation Regulations	*Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools and -lights and extension leads identified/numbered. Monthly visual inspection by User/Issuer/Storeman. Register kept.	
Construction. Regulation 2 Diving Regulations	Water Environments	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved Inspection Authority of equipment used Written Proof of Competence of above appointee available on Site Proof of registration of all divers present on site available Risk Assessment carried out Diving Manual produced. Available on Site Record of Voice Communications kept Diving Operations record kept Each Diver keeps a personal logbook. Entries countersigned by the Diving Supervisor Decompression tables available on Site Records of any Decompression illness kept Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	
Construction. Regulation 30/ General Safety Regulation 8(1)(a)	*Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site	
Construction. Regulation 31/ Environmental Regulation 9	*Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually	
Construction. Regulation 32/ General Safety Regulation 3	*First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aiders and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/ General Safety Regulation 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE	

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 34/ General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site  Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection Register kept	
Construction. Regulation 35/ Hazardous Chemical Substances ( <b>HCS</b> )	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of <b>HCS</b> Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site	
Construction. Regulation 36/Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair	
Construction. Regulation 37	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site Record of Daily inspections kept	
Construction. Regulation 38/ General Safety Regulation 13D	*Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly there after. Inspections register kept	
Construction. Regulation 39/ General Safety regulation 13B	Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept.	

## **ANNEXURE 2**

### **GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN**

#### **1. Project Background**

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Principle Contractor, appointed by the Client in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 4 (2), the Client and the Principle Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

#### **2. Framework for an Occupational Health and Safety Plan**

##### **2.1 Introduction**

The Principal Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principle Contractor could be required to submit the following documentation for perusal and verification by the Client:

- *Management Structure*
- *Quality Plan*
- *Human Resources Plan*
- *Registered Workplace Skills Plan*
- *“Letter of good standing” from the Compensation Commissioner or licensed compensation insurer.*
- *Proof of induction and other training of employees*
- *Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports*

##### **2.2 Contents of an Occupational Health and Safety Plan**

###### **2.2.1 Occupational Health and Safety Management Programme**

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

###### **2.2.2 Communication and Management of the Work**

- Management structure and responsibilities

- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- **Arrangements for:**
  - Regular liaison between parties on site
  - Consultation with the workforce
  - The exchange of design information between the Client, engineer, supervisors and contractors on site
  - Handling design changes during the project
  - Selection and control of contractors
  - The exchange of Occupational Health and Safety information between all contractors
  - Security
  - Site induction and onsite training
  - Facilities and first-aid
  - The reporting and investigation of accidents and incidents
  - The production and approval of risk assessments and method statements
  - Site OH&S rules
  - Fire and emergency procedures
  - Reporting to the Client i.e. results of Occupational Health and Safety inspections, incident
  - and incident investigations and committee meetings
  - Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

### **2.2.3 Arrangements for controlling significant site risks**

The following are some examples of the arrangements for controlling the most significant site risks:

- **Safety risks**
  - Services, including temporary electrical installations
  - Preventing employees from falling into excavations, from trucks etc.
  - Work with, on or near fragile materials
  - Control of lifting operations
  - The maintenance of plant and equipment
  - Poor ground conditions

- Traffic routes and segregation of vehicles and pedestrians
- Storage of hazardous materials
- Dealing with existing unstable structures/land
- Accommodating adjacent land use
- Other significant safety risks as and when identified
- **Health risks**
  - Storage and use of hazardous chemical substances
  - Dealing with contaminated land or material
  - Manual handling
  - Reducing noise and vibration
  - Provision of adequate lighting
  - Ventilation considerations
  - Extreme heat and cold temperature considerations
  - Dealing with HIV/Aids and other illnesses
  - Provision of and maintaining ablution and eating facilities
  - Other significant health risks as and when identified

#### **2.2.4 Preparation of an Occupational Health and Safety Operational Reference File/Manual**

The following are some of the requirements to be addressed:

- Layout, format and content requirements
- Arrangement for the collection and gathering of information
- Storage and archiving of all the information
- Copy to the Client at completion of project
- ***Suggested Contents of an OH&S File/Manual***
  - OH&S Policy
  - Notice of new project
  - Site start-up
  - Security measures
  - Written designations & appointments
  - Arrangements with contractors/mandatories
  - OH&S rules and procedures

- Induction
- OH&S training
- OH&S promotion
- OH&S representatives
- OH&S committees
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment
- Workplace inspections and audits
- Investigation & reporting of incidents/accidents
- Mechanical safeguarding
- Electrical safeguarding
- Safeguarding against hazardous substances
- Lifting machinery & equipment
- Construction vehicles & mobile plant
- Welding, heating & flame cutting
- Excavations
- Protection of the environment affected by construction activities
- Keeping of records in terms of the OH&S Act (85 of 1993)

## ANNEXURE 3

### GUIDE TO RISK ASSESSMENT

#### 1. HOW TO DO IT?

#### 2. Steps to Effective Risk Assessment

- Step 1 : Identifying the hazards  
 Step 2 : Aim to identify major hazards, don't waste time on the minor & detail  
 Step 3 : Involve as many people as possible in the process especially those at risk  
 Step 4 : Gather all the information and analyse it  
 Step 5 : Look at what actually occurs including non-routine operations  
 Step 6 : Use a systematic approach to ensure all hazards are adequately addressed  
 Step 7 : Assess the risks arising taking into account the effectiveness of controls  
 Step 8 : Ensure the process is practical and realistic  
 Step 9 : Always record the assessment in writing including assumptions and why

#### 3. HOW SERIOUS IS IT?

##### PROBABILITY

- A Common  
 B Has Happened  
 C Could Happen  
 D Not Likely  
 E Practically impossible

##### CONSEQUENCES

- 1 Fatality or permanent disability  
 2 Major injury  
 3 Average Lost Time Injury  
 4 Minor Injury  
 5 Medical Treatment or less

##### PROBABILITY

		A	B	C	D	E
SEQUENCE S	1	1	2	3	4	5
	2	2	3	4	5	6
	3	3	4	5	6	7
	4	4	5	6	7	8
	5	5	6	7	8	9

Risk Rating:

- 1 – 3 = Serious  
 4 - 5 = High  
 6 – 7 = Moderate  
 8 – 9 = Acceptable

##### • ACTION

- Immediate (within 1 week)  
 Within 1 month  
 > 4 weeks  
 No action

# THE NATIONAL TREASURY

Republic of South Africa



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## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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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 goods are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of 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 goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, 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 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## **4. Standards**

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

## **5. Use of contract documents and information inspection**

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

extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in 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.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## **7. Performance security**

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

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no 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 goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

**9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size

weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental Services**

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

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

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

**14. Spare parts**

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

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

**15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated.

#### **17. Prices**

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

#### **18. Variation orders**

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

#### **19. Assignment**

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

#### **20. Subcontracts**

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

#### **21. Delays in the supplier's performance**

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, 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 judgement 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.

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- 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 supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

**24. 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

**25. Force Majeure**

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, 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 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. Limitation of Liability**

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

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

## **32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts**
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts**
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices**
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.