



## EMALAHLENI LOCAL MUNICIPALITY

**TENDER NO: ELM 19/2022**

### PANEL OF SERVICES PROVIDERS FOR HIRING OF CONSTRUCTION PLANT AND MAINTENANCE OF GRAVEL ROADS IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 24 MONTHS ON “AS AND WHEN” REQUIRED BASIS

**CIDB GRADE: 2CE or Higher**

<p style="text-align: center;"><b>EMPLOYER:</b> <b>Emalahleni Local Municipality</b> P.O Box 3 Witbank 1035</p> <p style="text-align: center;"><b>Municipal Manager</b> Tel No.: +27 (13) 690 6911 Fax No.: +27 (13) 690 6207 E-mail: <a href="mailto:maiselahs@emalahleni.gov.za">maiselahs@emalahleni.gov.za</a></p>	<p style="text-align: center;"><b>QUERIES:</b> <b>Technical Services:</b> <b>Roads and Stormwater</b> Mr T.E Sithole Tel No. +27 (13) 690 6599 E-mail: <a href="mailto:sitholete@emalahleni.gov.za">sitholete@emalahleni.gov.za</a></p> <p style="text-align: center;"><b>ELM Supply Chain Management</b> Ms Z Moroku Tel No: +27 (13) 690 6497 Email: <a href="mailto:masangonz@emalahleni.gov.za">masangonz@emalahleni.gov.za</a></p>
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Tender Closing Date: 28 October 2022, 11:00

TENDER PRICE	
TOTAL COST (INCL. VAT)	.....
AMOUNT IN WORDS	.....

#### Bidder's Details:

Company Name	
Physical Address	
Contact No.	
E-mail Address	
Contact Person	
Central Supplier Database No.	
Company Registration No.	

## **Tender Notice and Invitation to Tender**

### **PANEL OF SERVICE PROVIDERS FOR HIRING OF CONSTRUCTION PLANT AND MAINTENANCE OF GRAVEL ROADS IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 24 MONTHS ON “AS AND WHEN” REQUIRED BASIS**

Employer Tender Number: ELM 19/2022

CIDB Reference Number: 100079579

EMALAHLENI LOCAL MUNICIPALITY MPUMALANGA INVITES TENDERS FOR A PANEL OF SERVICE PROVIDERS FOR HIRING OF CONSTRUCTION PLANT AND MAINTENANCE OF GRAVEL ROADS IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 24 MONTHS ON “AS AND WHEN” REQUIRED BASIS

It is estimated that tenderers should have a CIDB contractor grading of 2CE or higher.

Enterprises who satisfy criteria stated in the Tender Data may submit Tender offers.

Preferences are offered to tenderers who have a grading of 2CE OR HIGHER.

The Physical Address for submission of tender documents is:

Tender box situated on the first floor

Civic Centre

Emalahleni Local Municipality

CNR Mandela & Arras Street

eMalahleni

Witbank

1035

Documents may be downloaded on the following websites: [www.emalahleni.gov.za](http://www.emalahleni.gov.za) or [www.etenders.gov.za](http://www.etenders.gov.za)

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 1035 OR sent via courier services to the above mentioned address. Couriers 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.

No awards will be made to a person:

- Who is in the service of the state;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Emalahleni Local Municipality where 80 points will be allocated in respect of price and 20 points in respect of B-BBEE Status Level of Contribution.

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part it. The municipality does not bind itself to accepting the lowest tender.

Should you not hear from us within 90 days after the closing date, please consider your tender unsuccessful

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

Mr TE. Sithole

Tel No. 013 690 6599

Fax No. 013 690 6207

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

The closing time for receipt of Tenders is 11h00 on Friday, 28 October 2022.

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.

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		BIDDER	WITNESS	EMPLOYER	WITNESS

# EMALAHLENI LOCAL MUNICIPALITY

TENDER DETAILS						
TENDER NUMBER	ELM 19/2022					
TENDER TITLE	PANEL OF SERVICES PROVIDERS FOR HIRING OF CONSTRUCTION PLANT AND MAINTENANCE OF GRAVEL ROADS IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 24 MONTHS ON "AS AND WHEN" BASIS					
CLOSING DATE	28 OCTOBER 2022		CLOSING TIME		11H00	
SITE BRIEFING MEETING	DATE	N/A	TIME	N/A	COMPULSORY	NO
SITE BRIEFING MEETING ADDRESS	NOT APPLICABLE					
CIDB GRADING REQUIRED	Compulsory		LEVEL AND CATEGORY		2CE OR HIGHER	
TENDER DOCUMENT FEE	Not applicable		PREFERENCE POINT SYSTEM		80/20	
BID BOX SITUATED AT	1 <sup>st</sup> floor, Civic Centre, Emalahleni Local Municipality, 29 Mandela Street.					
OPERATING HOURS	The bid box is open 24 hours a day on weekdays and weekends.					
OFFER TO BE VALID FOR	90	DAYS FROM THE CLOSING DATE OF TENDER.				
<p><b>PLEASE NOTE:</b></p> <ol style="list-style-type: none"> <li>1. Tenders that are deposited in the incorrect box will not be considered.</li> <li>2. Mailed, telegraphic, telex, or faxed tenders will not be accepted.</li> <li>3. No late bids after closing date and time will be accepted.</li> <li>4. Bids not clearly marked and unamend will not be accepted.</li> <li>5. Bids may only be submitted on the bid documentation provided by the municipality.</li> <li>6. No awards will be made to a person:               <ol style="list-style-type: none"> <li>i. Who is in the service of the state,</li> <li>ii. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state</li> <li>iii. Who is an advisor or consultant contracted with the municipality or municipal entity</li> </ol> </li> </ol>						

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## REQUEST FOR BIDDERS

### **PANEL OF SERVICES PROVIDERS FOR HIRING OF CONSTRUCTION PLANT AND MAINTENANCE OF GRAVEL ROADS IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 24 MONTHS ON “AS AND WHEN” BASIS**

1. Bids are hereby invited from suitably qualified service providers for the hiring of construction plant and maintenance of gravel roads in Emalahleni Local Municipality for a period of 24 months on “as and when” basis.
2. 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.
3. 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.
4. All documents accompanying this invitation must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. The bid box is situated at Civic Centre, First Floor, Mandela Street, Emalahleni.
5. Duly completed and signed original bid documents should be sealed in an envelope marked:  
***Bid no.: ELM 19/2022***  
***Closing date: 28 October 2022***  
***Closing time: 11:00***
6. 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,
7. No telegraphic or facsimile bids shall be considered.
8. 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.
9. Bids will be valid for a period of 90 days after the closing date.
10. All bid prices must be quoted in South African currency on a fixed price basis and include VAT.
11. All relevant documents attached to this bid must be completed and signed in black ink by an authorized representative of the business.

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## EMALAHLENI LOCAL MUNICIPALITY

### PANEL OF SERVICES PROVIDERS FOR HIRING OF CONSTRUCTION PLANT AND MAINTENANCE OF GRAVEL ROADS IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 24 MONTHS ON “AS AND WHEN” BASIS

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#### T2.2: 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 FOR TENDER EVALUATION PURPOSES (included hereafter 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

#### **2. MANDATORY 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.
  
- Schedule: 2C Proof of registration on the Central Suppliers Database (CSD) of the National Treasury

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Schedule: 2D 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)

**Failure to meet any pre-qualifying criteria stipulated in the tender document will be deemed Unacceptable.**

**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

Pricing instructions

C2.1:

C2.2: Bills of Quantities (See the attached Annexure A and Annexure B)

C3.1 Description of the Works

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## T1.2 TENDER DATA

CLAUSE NO.	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of CIDB standard uniformity in construction procurement. (See <a href="http://www.cidb.org.za">www.cidb.org.za</a>) which are reproduced without amendment or alteration for the convenience of tenderers in this tender in the section T1.3 of the tender data.</p> <p>The Standard Conditions of Tender for procurement makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurement other than disposals.</p> <p>Each item of data given below is cross-referenced to the relevant clause in the above mentioned Standard Conditions of Tender.</p>
1.1	The employer is the Emalahleni Local Municipality
1.2	<p>The single volume approach is adopted for this contract.</p> <p>The list of returnable documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the returnable documents including the fully priced Pricing Schedule, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to the Emalahleni Municipality bound up as it was when it was received.</p> <p>The tender documents issued by the employer comprise of the following:</p> <p><b>TENDER</b></p> <p>Part T1:Tendering procedures  T1.1 - Tender notice and invitation to tender  T1.2 - Tender data  T1.3 – Standard Conditions of Tender</p> <p>Part T2:Returnable documents  T2.1 List of returnable documents  T2.2Returnable schedules</p> <p><b>CONTRACT</b></p> <p>Part C1:Agreements and contract data  C1.1Form of offer and acceptance  C1.2Contract data</p> <p>Part C2:Pricing Schedule  C2.1Pricing Instructions and Schedule  C2.2Priced fees and disbursements</p> <p>Part C3:Terms of reference  C3 Terms of reference</p>

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CLAUSE NO.	
	<p>Part C4: Variations and Additions to the Standard Specification</p> <p>Part C5: Site Information</p>
	<p>The employer's agent is:</p> <p>Name : Mr. TE Sithole</p> <p>Capacity : Manager: Roads and Storm water</p> <p>Address : Emalahleni Local Municipality P.O. Box 3, Witbank, 1035 Tel: (013) 690 6599 Fax: (013) 243 2550 E-mail: sitholete@emalahleni.gov.za</p>
1.5	<p>The employer's right to accept or reject any tender offer:</p> <p>The employer is not obliged to accept the lowest or any tender offer</p>
1.6.2.1	A competitive negotiation procedure will not be followed.
2.1.1	<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>2CE or Higher</b> class of construction work, are eligible to submit tenders.</li> </ul>

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	<p>Joint ventures are eligible to submit tenders provided that:</p> <p>(a) every member of the joint venture is registered with the CIDB;</p> <p>(b) the lead partner has a contractor grading designation in the class of <b>2CE or Higher</b> construction work;</p>

CLAUSE NO.													
2.1.1	<p>Only those tenderers who score a minimum score of <b>60 points</b> in respect of the following functionality criteria will proceed to the price and preference goals.</p> <table border="1"> <thead> <tr> <th>Description of Quality Criteria</th><th>Maximum number of tender evaluation points</th></tr> </thead> <tbody> <tr> <td>Tenderer's Experience</td><td>30</td></tr> <tr> <td>Capacity to execute and implement the tender</td><td>20</td></tr> <tr> <td>Proposed organizational staffing and key staff experience</td><td>10</td></tr> <tr> <td>Implementation Plan and Methodology to implement allocated work</td><td>40</td></tr> <tr> <td><b>Maximum total evaluation points for quality (M<sub>s</sub>)</b></td><td><b>100</b></td></tr> </tbody> </table>	Description of Quality Criteria	Maximum number of tender evaluation points	Tenderer's Experience	30	Capacity to execute and implement the tender	20	Proposed organizational staffing and key staff experience	10	Implementation Plan and Methodology to implement allocated work	40	<b>Maximum total evaluation points for quality (M<sub>s</sub>)</b>	<b>100</b>
Description of Quality Criteria	Maximum number of tender evaluation points												
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Proposed organizational staffing and key staff experience	10												
Implementation Plan and Methodology to implement allocated work	40												
<b>Maximum total evaluation points for quality (M<sub>s</sub>)</b>	<b>100</b>												
2.8	The closing time for submission of tender offers is as indicated in the tender notice and invite.												
2.11	<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. Authenticated alterations must be attached to schedule 6 – record of addenda to tender documents.</p> <p>Alternative tender offers</p> <p>If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed pricing data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing data must reflect all assumptions in the development of the pricing proposal.</p>												

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CLAUSE NO.	
	<p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified tender data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
2.13.3	Additional copies of the tender offer, document will not be required
2.13.6	A two-envelope procedure will not be followed
3.11	<p>The procedure for the evaluation of responsive tenders is method 1 accounting to the 80/20 point system.</p> <p>The total number of tender evaluation points for preferences to may be claimed is indicated in MBD 6.1</p>
3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>(a) the tender offer is signed by a person authorised to sign on behalf of the tenderer;</li> <li>(b) a valid original tax clearance certificate is included with his tender;</li> <li>(c) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;</li> <li>(d) the tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, is included with his tender submission;</li> <li>(e) a tenderer who submitted a tender as a Joint Venture has included an acceptable joint venture agreement with his tender;</li> <li>(f) the tenderer or a competent authorised representative of the contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;</li> <li>(g) the tenderer who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIDB Regulations 2003 promulgated in terms of the act, or if the contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders;</li> <li>(h) the tenderer or any of its principals is not listed on 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;</li> </ul>

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## **T2.2.2    COMPULSORY MUNICIPAL BID DOCUMENT**

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## PART A INVITATION TO BID

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMALAHLENI LOCAL MUNICIPALITY					
BID NUMBER:	ELM 19/2022	CLOSING DATE:	28 OCTOBER 2022	CLOSING TIME:	11:00
DESCRIPTION	PANEL OF SERVICES PROVIDERS FOR HIRING OF CONSTRUCTION PLANT AND MAINTENANCE OF GRAVEL ROADS IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 24 MONTHS ON "AS AND WHEN" REQUIRED BASIS				
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 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

### TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	SCM	CONTACT PERSON	MR TE SITHOLE
CONTACT PERSON	MS ZINHLE MOROKU	TELEPHONE NUMBER	(013) 690 6599
TELEPHONE NUMBER	(013) 690 6497	FACSIMILE NUMBER	(013) 690 6207
FACSIMILE NUMBER	(013) 690 6207	E-MAIL ADDRESS	<a href="mailto:sitholete@emalahleni.gov.za">sitholete@emalahleni.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:masangonz@emalahleni.gov.za">masangonz@emalahleni.gov.za</a>		

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BIDDER

WITNESS

EMPLOYER

WITNESS

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

**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.**

**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: .....

TENDER NO.	ELM 19/2022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**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.

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### 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.

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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 **YES/NO**

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who may be involved with the evaluation and or adjudication of this bid?

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	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

TENDER NO.	ELM 19/2022				
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BIDDER

WITNESS

EMPLOYER

WITNESS

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<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.

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

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

#### BID DECLARATION

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

#### 5. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 5.1 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.

#### 6. SUB-CONTRACTING

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

(*Tick applicable box*)

YES		NO	
-----	--	----	--

- 6.1.1 If yes, indicate:

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

(*Tick applicable box*)

YES		NO	
-----	--	----	--

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

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BIDDER

WITNESS

EMPLOYER

WITNESS

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
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		

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

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

**7.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium  
☐ One person business/sole propriety  
☐ Close corporation  
☐ Company  
☐ (Pty) Limited

[TICK APPLICABLE BOX]

**7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**7.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer  
☐ Supplier  
☐ Construction service provider  
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

**7.7 MUNICIPAL INFORMATION**

Municipality where business is situated: .....

Registered Account Number: .....

Stand Number:.....

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

7.9 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

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BIDDER

WITNESS

EMPLOYER

WITNESS

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:.....

TENDER NO.	ELM 19/2022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## CONTRACT FORM - RENDERING OF CONSTRUCTION WORK (PART 1)

*THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.*

### PART 1(TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render the services as described in the attached bidding documents to Emalahleni Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number 19/2022 at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - 2.1 Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Returnable schedules
    - Municipal bid documents
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - 2.2 General Conditions of Contract;
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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		BIDDER	WITNESS	EMPLOYER	WITNESS



**CONTRACT FORM - RENDERING OF CONSTRUCTION WORK (PART 2)****PART 2 (TO BE FILLED IN BY THE EMPLOYER)**

1. I, \_\_\_\_\_ in my capacity as \_\_\_\_\_  
 \_\_\_\_\_ accept your bid under  
 \_\_\_\_\_ dated \_\_\_\_\_  
 \_\_\_\_\_  
 for the rendering of services hereunder and/or further specified in the annexures.

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION & CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

<b>SIGNED AT</b>	<b>AUTHORIZED SIGNATURE (UNDERSIGNED)</b>
<b>DATE</b>	<b>NAME AND CAPACITY</b>
<b>WITNESSES: (SIGNATURE)</b>	<b>OFFICIAL STAMP</b>

TENDER NO.	ELM 19/2022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

### 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:		

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## 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**

TENDER NO.	ELM 19/2022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 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.

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		BIDDER	WITNESS	EMPLOYER	WITNESS

### 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

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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.

<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.**

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

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		BIDDER	WITNESS	EMPLOYER	WITNESS

## T2.1.1 RETURNABLE DOCUMENTS

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### AUTHORITY OF SIGNATORY

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

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**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 owner : \_\_\_\_\_  
 2. \_\_\_\_\_ 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.

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		BIDDER	WITNESS	EMPLOYER	WITNESS

<b>CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (if applicable)</b>
--

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.

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		BIDDER	WITNESS	EMPLOYER	WITNESS

## T1.3 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 as set out in clause 2 and clause 3, 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.

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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 six months unless only one tender was received and such tender was returned unopened to the tenderer.

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## 1.6 Procurement procedures

### 1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to **clause 3.13**, be concluded with the tenderer who in terms of **clause 3.11** 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. Notwithstanding the requirements of clause 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of clause 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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 provisions of clause 2.17, 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 clause 3.11 and clause 3.13 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

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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.

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## 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.

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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.

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**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), referencing 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.

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## T2 RETURNABLE DOCUMENTS FOR EVALUATION PURPOSES

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## T2.1 LIST OF RETURNABLE DOCUMENTS

### 1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- Schedule 1 : Resolution of Board of Directors
- Schedule 2 : Resolution of Board of Directors to enter into consortia JV
- Schedule 3 : Special resolution of consortia or joint venture
- Schedule 4 : Workman's compensation registration certificate
- Schedule 5 : Compulsory Enterprise Questionnaire
- Schedule 6 : Evaluation Schedule: Tenderer's experience
- Schedule 7 : Evaluation Schedule: Capacity to execute & implement the tender evaluation
- Schedule 8 : Evaluation Schedule: Propose organizational staffing & Key staff experience
- Schedule 9 : Clearance Certificate for water and lights
- Schedule 10 : Evaluation Schedule: Implementation plan and methodology to implement the allocated work

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## SCHEDULE 1

### RESOLUTION OF BOARD OF DIRECTORS

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

(Enterprise Name)	
Held at	(place)
on	(date)

**RESOLVED that:**

1.	The enterprise submits a bid / tender to the Emalahleni Local Municipality in respect of the following project:	
	<b>TENDER DOCUMENT FOR: A PANEL OF SERVICES PROVIDERS FOR HIRING OF CONSTRUCTION PLANT AND MAINTENANCE OF GRAVEL ROADS IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 24 MONTHS ON "AS AND WHEN"</b>	
	Mr/Mrs/Ms	
	in his/her capacity a:	(Position in the Enterprise)
2.	and who will sign as follows:	(Authorized Signature)
be, and is hereby, authorized to sign the bid / tender, and any and all other documents and/or correspondence in connection with and relating to the bid /tender, as well as to sign any contract, and any and all documentation, resulting from the award of the bid / tender to the enterprise mentioned above.		

**Directors / Members / Partners of:**

	NAME	CAPACITY	SIGNATURE
1			
2			
3			

**Note:**

1. *\*Delete which is not applicable*
2. **NB.** This resolution must be signed by all the directors / members / partners of the bidding enterprise
2. Should the number of directors / members/partners exceed the space available above, additional names and signatures must be supplied on a separate page

**ENTERPRISE STAMP**

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## SCHEDULE 2

### RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA / J/V

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

		(Enterprise Name)
Held at		
	(place)	
On		
	(date)	

**RESOLVED that:**

1.	The enterprise submits a bid / tender, in consortium/joint venture with the following enterprises:	
	(List all the legally correct full names and registration numbers, if applicable, of the enterprises forming the consortium / joint venture)	
	To the to the Emalahleni Local Municipality in respect of the following project	
	<b>TENDER DOCUMENT FOR: A PANEL OF SERVICES PROVIDERS FOR HIRING OF CONSTRUCTION PLANT AND MAINTENANCE OF GRAVEL ROADS IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 24 MONTHS ON “AS AND WHEN”</b>	
2.	Mr./ Mrs./ Ms.	
	in his/her capacity as	(Position in the Enterprise)
	and who will sign as follows	(Authorized Signature)
2.1	be, and is hereby, authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.	
2.2	The enterprise accepts joint and several liability with the parties listed under item 2 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the contract to be entered into with the department in respect of the project described under item 1 above.	
2.3	The enterprise chooses as its <i>domicilium citandi et executandi</i> for all purposes arising from this joint venture agreement and the contract with the department in respect of the project under item 1 above	
	i) Physical address	
	ii) Postal address	
		(Code)
	iii) Telephone number	
	iv) Fax Number	

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## RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

Directors / Members / Partners of:

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

**Note:**

1. *Delete which is not applicable*
2. **NB.** *This resolution must be signed by all the directors / members / partners of the bidding enterprise*
3. *Should the number of directors / members/partners exceed the space available above, additional names and signatures must be supplied on a separate page*

**Enterprise Stamp**

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### SCHEDULE 3

#### SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below:

	LEGAL ENTITIES (ENTERPRISE) NAME	ENTITY REGISTRATION NUMBER	AUTHORIZED SIGNATURE
1			
2			
3			
4			

Held at	
on	

(place)

(date)

**RESOLVED that:**

1.	The above-mentioned enterprises submit a bid in consortium/joint venture to the Emalahleni Municipality in respect of the following project		
	<b>TENDER DOCUMENT FOR: A PANEL OF SERVICES PROVIDERS FOR HIRING OF CONSTRUCTION PLANT AND MAINTENANCE OF GRAVEL ROADS IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 24 MONTHS ON “AS AND WHEN”</b>		
2.	Mr./Mrs./Ms.		
	in his/her capacity as	(Position in the Enterprise)	
	and who will sign as follows	(Authorized Signature)	
	be, and is hereby, authorized to sign the bid, and any and all other documents and/or correspondence in connection with and relating to the bid, as well as to sign any contract, and any and all documentation, resulting from the award of the bid to the enterprises in consortium/joint venture mentioned above.		

- (a) The enterprises constituting the consortium/ joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

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- (b) The enterprises to the consortium/ joint venture accept joint and several liabilities for the due fulfillment of the obligations of the consortium/ joint venture deriving from, and in any way connected with, the contract entered into with the municipality in respect of the project described under item 1 above.

Any of the enterprises to the consortium/ joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the department 30 days written notice of such intention. Notwithstanding such decision to terminate, the enterprises shall remain jointly and severally liable to the

- (c) Municipality for the due fulfillment of the obligations of the consortium / joint venture as mentioned under item C above.
- (d) No enterprise to the consortium/ joint venture shall, without the prior written consent of the other enterprises to the consortium/ joint venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the contract with the municipality referred to herein.
- (e) The enterprises choose as the *domicilium citandi et executandi* of the consortium/ joint venture for all purposes arising from the consortium/joint venture agreement and the contract with the municipality in respect of the project under item A above:

Physical address	
Postal address	
	(Code)
Telephone number	
Fax Number	

**Note**

1. *Delete which is not applicable*
2. **NB.** *This resolution must be signed by all the duly authorized representatives of the legal entities to the consortium/ joint venture submitting this bid*
3. *Should the number of duly authorized representatives of the legal entities joining forces in this bid exceed the space available above, additional names and signatures must be supplied on a separate page*
4. *Resolutions, duly completed and signed, from the separate enterprises who participate in this consortium/ joint venture must be attached to the special resolution.*

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**SCHEDULE 4****WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE****(COMPENSATION FOR OCCUPATIONAL INJURIES & DISEASES ACT NO. 130 OF 1993)**

A certified copy of the certificate or proof of payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here.

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## SCHEDULE 5

### COMPULSORY ENTERPRISE QUESTIONNAIRE

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

**Section 1: Name of enterprise**
**Section 2: VAT registration number, if any**
**Section 3: Particulars of sole proprietors and partners in partnerships**

No	Name*	Identity Number*	Personal Income Tax Number*
3.1			
3.2			
3.3			

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 4: Particulars of companies and close corporations**

4.1	Company Registration number	
4.2	Close corporation number	
4.3	Tax reference number	

**Section 5: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public finance Management Act, 1999 (Act 1 of 1999)
A member of any provincial legislation		A member of an accounting authority of any national or provincial public entity
A member of the National Assembly or the National Council of Province		An employee of Parliament or a provincial legislature
A member of the board of directors of any municipal entity		An official of any municipality or municipal entity

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Name of sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

#### Section 6: Records of spouses, children and parents in the service of the state

Indicate by making the relevant boxes with a cross, if any spouses, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management act, 1999 (act 1 of 1999)	
A member of any provincial legislature		A member of an accounting authority of any national or provincial public entity	
A member of the National Assembly or the National Council of Province.		An employee of Parliament or a provincial legislature	
A member of the board of directors of any municipal entity		An official of any municipality or municipal entity	

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of frauds or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

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Note: insert separate page if necessary

<b>NAME OF REPRESENTATIVE</b>	<b>AUTHORIZED SIGNATURE (UNDERSIGNED)</b>
<b>CAPACITY</b>	<b>DATE</b>

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## SCHEDULE 6

### EVALUATION SCHEDULE EVALUATION SCHEDULE: TENDERER'S EXPERIENCE

The following is a statement of major works of a similar nature successfully executed by myself/ourselves (see clause 2.1(3) of the tender data.

The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work for **TENDER DOCUMENT FOR: A PANEL OF SERVICES PROVIDERS FOR HIRING OF CONSTRUCTION PLANT AND MAINTENANCE OF GRAVEL ROADS IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 24 MONTHS ON "AS AND WHEN" BASIS** will be evaluated.

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. purchase order, appointment or reference letter, completion certificates that indicates the value of work completed 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

The scoring of the tenderer's experience will be as follows:

Non-responsive (score 0)	Tenderer has no experience or no information has been provided
Poor (max score 10)	Road maintenance work completed with contactable references and completed work to a total value of at least R1 Million or more
Satisfactory (max score 20)	Road maintenance work completed with contactable references and completed work to a total value of at least R1,5 Million or more
Good (max score 25)	Road maintenance work completed with contactable references and completed work to a total value of at least R 2 Million or more
Very good (score 30)	Road maintenance work completed with contactable references and completed work to a total value of at least R3 Million or more

**NB: Only bidders who score a minimum of 60 points will be further evaluated on price and BBBEE.**

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## SCHEDULE 7

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

The tenderer needs to indicate the lists of equipment that they presently own or lease or will acquire or hire to successfully implement this contract if the tender. The physical resources should include a list of the main requirements as well as the back-up equipment.

Proof of ownership or lease, or quotation to acquire physical resources for main and back-up equipment must be attached to the document. **Failure to attach may result in no point's allocation.** All physical resources indicated in the below schedule or attached must be roadworthy.

The vehicles specified below must solely be committed to the operations of the maintenance of gravel roads, with the exclusion of weekends, provided the schedule will be completed by Friday. Replacing equipment/ vehicles will only be allowed with the prior authorization of the municipality to ensure the capacity and reliability is the same as committed in the tender on which the award was based. (A new 5 day schedule will be implemented).

The following equipment will serve as minimum requirements:

- TLB/Excavator /s
- Smooth /Steel Roller/s
- Path foot steel roller/s
- 10 cube Tipper trucks ( Minimum of 6 Tipper Trucks)
- Lowbed
- 15000 Watercart
- Grader
- Transport (5 Ton 7 Seaters Double Cab etc.)

**NB: Proof of ownership or lease, or quotation to acquire physical resources for main physical resources, (vehicle & equipment) must be attached to the document.**

#### LIST OF MAIN PHYSICAL RESOURCES AND EQUIPMENT TO BE USED ON PROJECT:

Quantity	Description, size, capacity, manufacturing, etc.	Year/Age of equipment	Registration Number	Owned/ Hired/ Acquired/ Company	Roadworthy / Condition
Example:					
1	TLB/ Excavator				
2	Static / Steel roller				
3	Water Tanker and Tipper Trucks				

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<b>Non-responsive (score 0)</b>	No information has been provided
<b>Poor (max score 05)</b>	There is inadequate information submitted regarding availability of equipment. The contractor will not be in a position to meet the requirements of the contract with the available equipment / supplied equipment does not meet the minimum requirements prescribed above. Vehicles and equipment age are more than 10 years. Tenderer have no access or limited access to backup equipment. Most of the physical resources are hired with no ownership.
<b>Satisfactory (max score 10)</b>	The equipment provided meets the required criteria and is adequate to meet the requirements of the contract age of vehicles and equipment is less than 10 years. Tenderer indicate access to backup equipment to be leased, hired. Contractor proof sufficient access to equipment to be leased or hired.
<b>Good (max score 15)</b>	Besides meeting the “satisfactory” rating, the tenderer is in the position to provide more equipment than is required by the contract. Age of vehicles and equipment is between 5 to 7 years. The tender have owned equipment which can be used as backups. The contractor has a good mix of equipment to be either leased or owned.
<b>Very good (max score 20)</b>	Besides meeting the “good” rating, the tenderer is in a position to provide additional and advanced equipment which will enhance the execution of the contract. Age of vehicle and equipment is less than 5 years. The tenderer has advanced owned physical resources (vehicles and backup equipment.) more than one. All resources are owned.

**NB: Only bidders who score a minimum of 60 points will be further evaluated on price and BBEE.**

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## SCHEDULE 8

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

The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work for **TENDER DOCUMENT FOR: A PANEL OF SERVICES PROVIDERS FOR HIRING OF CONSTRUCTION PLANT AND MAINTENANCE OF GRAVEL ROADS IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 24 MONTHS ON “AS AND WHEN” BASIS** e.g. (the removal of g and provision of street cleaning) will be evaluated.

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 implementation of 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.

In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared. The organization, staffing and key staff should be based on the implementation of one area as per project scope. Tenderers should provide organization structure for complete scope of work which includes garden waste removal and street cleaning.

**NB: Please attach proof of the following documentation: Curriculum Vitae, etc Failure to submit the documents will result in no points given**

The scoring of the proposed organization and staffing will be as follows:

Non-responsive (score 0)	No information has been provided
Poor (max score 04)	The Foreman has proven experience on related roads and storm water projects. The Foreman has at least 2 years site experience.
Satisfactory (max score 06)	The Foreman has proven experience on related roads and storm water projects. The Foreman has at least 5 years site experience in road construction.
Good (max score 08)	The Foreman has proven experience on related roads and storm water projects. The Foreman has between 5 and 7 years site experience on roads contracts. The foreman is conversant with a measuring wheel or measuring tape.
Very good (max score 10)	The Foreman has proven experience on related roads and storm water projects. The Foreman has between 7 and 10 years site experience on road construction. The foreman is conversant with a measuring wheel or measuring tape. The foreman can calculate the asphalt tonnage needed to complete the works and can co-ordinate the works

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## SCHEDULE 9

### CLEARANCE CERTIFICATE FOR WATER & LIGHTS

Section 45(1) (d) 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.

**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 attached proof in the form of the original or certified copy of the bidder'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			

**\* IMPORTANT: IF YOU FAIL TO COMPLETE THIS FORM, PLEASE REGARD YOUR QUOTE AS NON RESPONSIVE**

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## SCHEDULE 10

### EVALUATION SCHEDULE

#### IMPLEMENTATION PLAN & METHODOLOGY TO IMPLEMENT ALLOCATED WORK

**NB: Only bidders who score a minimum of 60 points will be further evaluated on price and BBEE.**

The tenderer should describe briefly the process and methodology which will be followed to re-gravel road, using the scenario below. Please synchronize all the activities to achieve a re-graveled road **(Note that a properly re-graveled road drains the storm water away from the road):**

- 1. Allocated a 500m road within a 10m road reserve with water pipes and sanitation installed on the side walk at 2m on either sides. The road spans in between houses and during rainy season houses gets flooded.**
- 2. Demonstrate using a construction method by synchronizing the activities and propose the drainage systems required and synchronize it with the activities.**
- 3. The borrow-pit is situated 1,5km away from site;**

Synchronize the activities with key timeframes until completion of the allocated work. The main activities and roles of responsibilities team members 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
Poor (max score 10)	The implementation plan is sketchy, the key activities are not synchronized. The implementation plan is weak in relation to the project, and inconsistent with the timing of the most important deliverables. There is no clarity in allocation of tasks and responsibilities and lack of experience.
Satisfactory (max score 20)	The implementation plan is complete with all tasks and activities clearly indicated and synchronized. The composition of the plan are adequate and indicates the type of equipment used with all activities and consistent with both timing and deliverables.
Good (max score 30)	The implementation plan is complete, well balanced i.e. they show good deliverables clear duties, use of equipment, responsibilities, timeframes and staff complement relevant to the project. The allocated work will be executed on time with safety of the road users and patching team expressed in the traffic accommodation statement. The methodology indicates good experience to implement the allocated work.
Very good (max score 40)	Besides meeting the “good” rating, the proposed implementation plan is well integrated and several technical support and experience exist relevant to the scope of work. The timeframes and deliverables are clear and achievable.

**NB: Please attach the Traffic Accommodation Statement included which will indicate how a road closure will be done and the type of signage to be used in following order.**

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**T2.2.3 OTHER SCHEDULES & DOCUMENTS THAT WILL BE  
INCORPORATED INTO THE CONTRACT**

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## OCCUPATIONAL HEALTH & SAFETY DECLARATION FORM

In terms of clause 4(4) of the OHS Act 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a contractor may only be appointed to perform construction work if the employer is satisfied that the contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No. 85 of 1993 and the OHS Act 1993 Construction Regulations 2003.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

### Declaration by tenderer

1	I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No. 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No. 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.		
2	I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the employer's health and safety specifications.		
3	I propose to achieve compliance with the Regulations by one of the following:		
A	From my own competent resources as detailed in 4(a) hereafter:	Yes	No
B	From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:	Yes	No
C	From outside sources by appointment of competent specialist sub-contractors as detailed in 4(c) hereafter: (* = delete whatever is not applicable)	Yes	No
4	Details of resources I propose: <i>(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)</i>		

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i)	By whom will training be provided?	
-----	------------------------------------	--

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(ii)	When will training be undertaken?	
(iii)	List the positions to be filled by persons to be trained or hired	

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor	
Qualifications or details of competency of the subcontractor	

- 5 I undertake to acquaint the appropriate officials and the employees of the contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the act.
- 6 I undertake that all relevant duties, obligations and prohibitions imposed in terms of the act and regulations will be fully complied with.
- 7 I hereby accept sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations in respect of the work included in the contract.
- 8 I shall be obliged to report forthwith to the employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the act and regulations pursuant to work performed on behalf of the employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.
- 9 I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented health and safety plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the employer.
- 10 I confirm that copies of my company's approved Health and Safety Plan, the employer's safety specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the contractor's personnel, the employer's personnel, the engineer, visitors, and officials and inspectors of the Department of Labour.
- 11 I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the employer in terms of the said Regulations (Regulation 30) for failure on the contractor's part to comply with the provisions of the act and the regulations.
- 12 I agree that my failure to complete and execute this declaration to the satisfaction of the employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the employer.

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## OSD 5

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH  
&SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003**

*The pro-forma form must be completed and prior to commencement of work on site, the final form must be completed by all contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour.*

1	(a)	Name and postal address of contractor	
	(b)	Postal address	
	(c)	Name of contractor's contact person	
		Telephone number	
		Fax number	
		Email	
2		Contractor's workman's compensation registration number	
3	(a)	Name and postal address of employer	Emalahleni Local Municipality P.O. Box 14 WITBANK 1035
	(b)	Name of employer contact person or agent	
		Telephone number	
		Fax number	
		Email	
4	(a)	Name and postal address of consultants / designer(s) for the project	

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(b)	Name of consultants / designer(s) contact person	
	Telephone number	

	Fax number	
	Email	
5	Name of contractor's construction supervisor on site appointed in terms of Regulation 6(1)	
	Telephone number	
	Fax number	
	Email	
6	Name/s of contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2)	
7	Exact physical address of the construction site or site office	
8	Nature of the construction work	
9	Expected commencement date	
10	Expected completion date	
11	Estimated maximum number of persons on the construction site	
12	Planned number of subcontractors on the construction site accountable to contractor	

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CONTRACTOR / BIDDER NAME	
NAME OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	
DATE	
EMPLOYER REPRESENTATIVE	
DATE	

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C4. SCOPE OF WORK

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#### C4.1 STANDARD SPECIFICATIONS

**PROSPECTIVE BIDDERS ARE HEREBY INVITED TO SUBMIT BIDS FOR A PANEL OF SERVICES PROVIDERS FOR HIRING OF CONSTRUCTION PLANT AND MAINTENANCE OF GRAVEL ROADS IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 24 MONTHS ON "AS AND WHEN" BASIS**

#### C4.2 PROJECT SPECIFICATIONS

##### PART A

##### GENERAL

PS-1	Project description
PS-2	Description of the site and access
PS-3	Details of the works
PS-4	Construction management requirements
PS-5	Site facilities available
PS-6	Facilities required on site
PS-7	Features of the contract requiring special attention
PS-8	Rainfall figures
PS-9	Security clearance of personnel
PS-10	Safety
PS-11	Subcontractors
PS-12	Deviation from construction programme
PS-13	Delay in completion
PS-14	Supply of materials
PS-15	Execution of works
PS-16	Information that will be provided by the municipality
PS-17	Key performance indicators
PS-18	Payments
PS-19	Period of tender
PS-20	Accept of offer
PS-21	Evaluation
PS-22	Validity period
PS-23	Estimate timeframes

#### PART B VARIATIONS, AMENDMENTS & ADDITIONS TO THE STANDARD SPECIFICATIONS

#### C4.3 PARTICULAR SPECIFICATIONS

PO:	Occupational health and safety specifications
Annexures	1, 2 & 3

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## C4.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the Standard Specification for Roads and Bridge Works for State Road Authorities COLTO 1998 Edition.

[illegible]

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## C4.2 PROJECT SPECIFICATIONS

### STATUS

The project specification, consisting of two parts and forms an integral part of the contract and supplements the standard specifications.

Part A contains a general description of the works, the site and the requirements to be met and detailed specifications.

Part B contains variations, amendments and additions to the standardized specifications and, if applicable, the particular specifications.

In the event of any discrepancy between a part or parts of the standardized or particular specifications and the project specification, the project specification shall take precedence. In the event of a discrepancy between the specifications, (including the project specifications) and the drawings and / or the bill of quantities, the discrepancy shall be resolved by the engineer before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

### PART A: GENERAL

#### PS1 PROJECT DESCRIPTION

TENDER DOCUMENT FOR: A PANEL OF SERVICES PROVIDERS FOR HIRING OF CONSTRUCTION PLANT AND MAINTENANCE OF GRAVEL ROADS IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 24 MONTHS ON "AS AND WHEN" BASIS

#### PS2 DESCRIPTION OF THE SITE AND ACCESS

##### 2.1 Location of site

Project is located with Emalahleni Local Municipal MP312 area.

#### PS3 DETAILS OF THE WORKS

#### A GENERAL INFORMATION

##### Purpose

Emalahleni Local Municipality has an objective to maintain the gravel roads within its jurisdiction. In order to do this, the Municipality is requesting the Bids for the: **A PANEL OF SERVICES PROVIDERS FOR HIRING OF CONSTRUCTION PLANT AND MAINTENANCE OF ROADS IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 24 MONTHS ON "AS AND WHEN REQUIRED" BASIS**

**The works will be done under traffic and pedestrians. Some traffic may be diverted after due notice to the road users.**

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### **Extent of the Works**

This specification covers the **A PANEL OF SERVICES PROVIDERS FOR HIRING OF CONSTRUCTION PLANT AND MAINTENANCE OF GRAVEL ROADS IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 24 MONTHS ON “AS AND WHEN REQUIRED” BASIS**

The description of the work contained in the Scope of Work is merely an outline of the work to be executed in terms of the contract, and shall not limit the work to be carried out by the Contractor.

### **B SCOPE OF WORK**

#### **PHASE 1: (Hiring out to Municipality)**

The scope of work entails on the following:

- The successful bidder shall make available the specified plant and machinery on a wet rate for the duration of the stipulated.
- The successful bidder shall make available security of the plant and machinery at their own cost.
- All plant on site shall have the amber flicking lights, with all the operators, operating with full PPE.

#### **PHASE 2: (Re-gravelling of roads)**

The scope of work entails on the following:

- The successful bidder shall be allocated work for re-gravelling on a section that will be allocated in writing, while executing the works within the boundaries of Emalahleni Local Municipality.
- The successful bidder shall make available a Foreman and a team of operators who will supervise, co-ordinate the works on site and keep records of daily production.
- The successful bidder shall responsible for compliance with Health and Safety regulations on the works including compliance with COVID 19 Regulations.

### **Construction Area**

The construction area will be demarcated in accordance with the Road Signs Manual and the required temporary signs, markings erected and/or applied in close co-operation with the Traffic Department of the Emalahleni Local Municipality.

### **Access to site**

Tenderer's must allow for all conditions on site in their tenders, since extra claims arising from difficult site conditions in respect to transporting, handling, loading, off-loading, labour, housing, etc., will not be entertained.

Access routes to the site shall at all times be kept serviceable, or alternatives shall be provided. These include road entrances.

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### **Allocation of daily work**

Work shall be allocated in writing by the representative of Emalahleni Local Municipality, authorised in writing by the Manager: Roads and Storm water. Work done without the approval of the Roads and Storm water Manager shall not form part of payment.

The scope of work is divided into two (2) phases. Therefore phase one (1) will be work that will be done by the municipal employees through hired plant managed by the municipal team.

Phase two (2) shall be work that will be allocated to the services provider, to be re-gravelled using own machinery and plant and the rates shall be deemed to include plant, fuel, operators and transportation of machinery.

Allocated work shall be completed within 24hrs from the time of allocation.

## **PS3 DETAILS OF THE WORKS**

### **3.1 Brief description of works**

#### **THE GENERAL ROAD WORKS REQUIRED IN TERMS OF THIS CONTRACT INCLUDES THE FOLLOWING:**

- Construction of road and storm water channels as per the Employer's specification
- Setting out of roads and drainage channels;
- Accommodation of traffic, including the construction and maintaining existing roadway and shoulders as temporary road deviations and the supply and erection of temporary road signs and other traffic control devices;
- Clearing of road reserves;
- Clearing of drainage channels and outlet structures;
- Re-gravelling of roads as per the allocated work;
- Blading of existing gravel or dirt roads;
- Cleaning of materials deposited by the road edges within the road reserve;
- Finishing off road reserves.

### **3.2 Nature of stratum on site**

Will be provided to the winning bidder.

### **3.3 Construction in confined areas**

It may be necessary for the contractor to work within confined areas. Except where provided for in the specifications, **no additional payment shall be made for work done in restricted areas**. In certain places excavation, construction and filling works will have to be performed in a small ( $\pm 1,0$  m width) working space. The method of construction in these confined areas largely depends on the contractor's constructional plant. The contractor shall note that, unless provided for in terms of the scheduled payment items of the project specifications, measurement and payment shall be in accordance with the specified excavation, construction and filling works, irrespective of the method used for achieving these cross sections and

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dimensions, and that **the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.**

#### **PS4 CONSTRUCTION PROGRAMME**

##### **PS 4.1 General**

The submission of a construction programme as stated per clause 5.3.1 of the general conditions of contract is compulsory for all allocated work and shall be submitted with 24hrs of receipt of the allocated work.

Before any work is to be commenced on the site (within a period as stated in clause 5.12.5 of the general conditions of contract), the contractor must submit a detailed project programme for the construction of the works to the engineer for his approval.

In preparation of the construction programme the contractor must liaise with the employer's representative and the programme must take into account the coordination of all activities. The programme must consist of a detailed schedule or block diagram covering all aspects of the works and the planned time thereof must, with the contract period as time basis, be shown.

Rainfall conditions will be taken as abnormal when the average rainfall, as shown in clause PS 8, is exceeded and the contractor must then apply in writing for extension of the contract period using clause 6.11 of the special conditions of contract.

The contractor shall submit to the employer a realistic, detailed programme not later than 14 days after receipt of the letter of acceptance. The programme shall be in bar-chart format showing in detail how the contractor proposes to complete the work covered by this contract by the due completion date.

The following details must be stated:

- i) The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- ii) A budget of the value of completed work, month by month, for the full contract period.
- iii) The contractor's plant commitment on the contract for every fortnight.
- iv) The critical path.

The programme shall be kept up to date. If a contractor fails to maintain progress in terms of the programme, he shall produce a revised programme showing the modifications to the original programme necessary to ensure completion of the works before the due completion date.

The approval of any programme by the engineer shall have no contractual significance, other than satisfying the engineer that the work is carried out according to such programme and that the contractor undertakes to carry out the work in accordance with the programme. The engineer will have the right to instruct the contractor to revise the programme if necessitated by circumstances.

##### **PS 4.2 Time for completion**

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The maximum time allowed for the completion of the contract is 3 months (excluding special non- working days and the year-end break) from the date of letter of acceptance.

## **PS 5 SITE FACILITIES AVAILABLE**

### **PS 5.1 Water supply**

Fresh water will be available for domestic and construction purposes, but the contractor must make arrangements with the project manager for extraction points. Furthermore the contractor shall supply all necessary materials for the water connection at a position pointed out by the engineer / council representative. The availability of water cannot be guaranteed by the municipality and in the event of water no longer being freely available, the contractor must make his own arrangements to acquire it. **It should be noted that no contractor shall be permitted to draw water from Municipal fire hydrants.**

The rates tendered for the relevant items in the preliminary and general section of the schedule shall include all costs for the establishment and maintenance of water supply to the works and the contractor shall make his own arrangements for the possible conveyance and storage of water if necessary. The contractor will be held responsible for any wastage of water due to negligence.

### **PS 5.2 Power supply**

Electrical power cannot be guaranteed by the municipality. During power failures and shortages, the contractor must make his own arrangements for the provision of electricity.

The rates tendered for the relevant items in the preliminary and general section of the schedule shall include all costs for the establishment and maintenance of a power supply to the works.

## **PS 6 FACILITIES REQUIRED ON SITE**

### **PS 6.1 Facilities for the engineer**

A site office for the engineer is not required.

### **PS 6.2 Facilities for the contractor**

The following facilities are required on the site for the contractor in addition to the facilities required by the contractor for his own purposes:

Ablution and sanitary facilities

The contractor shall erect and maintain on the site proper ablution facilities. The contractor shall service and maintain the facilities in a clean and hygienic state for the duration of the contract period and on completion of the works it from the site.

Site Establishment

The engineer in consultation with council shall indicate the location for the site office before the contractor establishes site.

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**PS 6.3 Laboratory facilities**

The contractor shall furnish test results to the Employer as part of his quality control on site. **Payment shall be deemed to be covered under the tendered rates.** SANAS Accredited Laboratory to be used.

**PS 6.4 Municipal name board**

2 official name boards, as per C4.2 site information: construction notice board, are required for this contract.

**PS 6.5 Housing for the engineer and/or his representative**

No housing is required for the engineer or his representative.

**PS 6.6 Telephone Facilities**

Telephone facilities are not needed on the site. The contractor's representative on site shall at all times be reachable by cell phone.

**PS 7 FEATURES OF THE CONTRACT REQUIRING SPECIAL ATTENTION**

The execution of this contract is primarily the construction and maintenance of roads and storm water. Construction work is to be conducted in areas of presumably unstable sub-surface conditions and the tenderer shall provide special insurance to cover the works, machinery and his and the employer's personnel in the event of ground movement during execution of work.

The Engineer or Employer shall not be responsible or liable for any losses or damages incurred by the contractor irrespective if it is due to the execution of work as per specifications or as directed in writing or verbally by the Employer or Engineer.

**PS 8 RAINFALL FIGURES**

The following figures are applicable for clause 5.12.5 of the special conditions of contract:

INFORMATION SOURCE	National Weather Bureau, Department of Transport
RAINFALL STATION	Pretoria, Tel.: (012) 309 3911
PERIOD	Belfast From January 1961 to December 1990

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### **Submission of Bids**

The proposal must be sealed in an envelope clearly marked “**A PANEL OF SERVICES PROVIDERS FOR HIRING OF CONSTRUCTION PLANT AND MAINTENANCE GRAVEL ROADS IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 24 MONTHS ON “AS AND WHEN REQUIRED” BASIS** must be deposited in the tender box of Emalahleni Local Municipality on or before the closing date of **28 October 2022 at 11:00.**

### **Pricing for Bids**

The bid price, shall be VAT inclusive.

***Please ensure that the following documents are attached:***

- Bidders must be registered on the Central Supplier Database (CSD) of the National Treasury and attach their CSD Report
- Original completed and signed applicable bid documents and **preference claim forms** in terms of the Preferential Procurement Regulations.
- Tax compliance status pin
- Municipal water and lights statement or written confirmation that municipal rates and taxes and municipal service charges of the prospective bidder and all Executive Directors of the business are not in arrears from their respective municipality.
- 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
- Joint Venture Agreement in case of a Joint Venture signed by both parties
- Authority of signatory ( Attached on Bid document)
- A Detailed Company Profile (detailing relevant past experience)
- Certified copies of proof of registration certificates with relevant professional bodies
- Copy of the CIDB 2CE or Higher

**Failure to meet any pre-qualifying criteria stipulated in the tender document will be deemed unacceptable.**

### **Additional conditions**

- The lowest or any proposal will not necessarily be accepted, and Emalahleni Local Municipality reserves the right to accept the whole or any portion of a proposal.
- All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
- Bidders are requested to furnish the full registered name of the bidding company on the bid.
- Bidders are also required to **initial** each page of the proposal.
- **Corrections may not be made by means of a correction fluid or tape such as Tipp-ex or a similar product.** In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. **The Municipality reserves the right to reject the proposal if corrections are not made in accordance with the above.**
- No price increases will be considered in the event of payments made against invoiced prices.

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**HS MAYISELA  
MUNICIPAL MANAGER**

Civic Centre  
EMalahleni  
1035

P.O Box 3  
Mandela Street  
eMalahleni  
1035

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## C1 AGREEMENT

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**C1.1 FORM OF OFFER & ACCEPTANCE****C1.1.1 FORM OF OFFER**

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

Bid / Tender Number	ELM 19/2022
Tender Title	<b>PANEL OF SERVICES PROVIDERS FOR HIRING OF CONSTRUCTION PLANT AND MAINTENANCE OF GRAVEL ROADS IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 24 MONTHS ON “AS AND WHEN” BASIS</b>

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider / consultant 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 THE FOLLOWING:**

AMOUNT IN WORDS (INCL. VAT)	AMOUNT IN FIGURES (INCL VAT)
RAND	R

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 provider / consultant in the conditions of contract identified in the contract data. **It should be noted that the amount 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 allocation of work to the service provider.**

SIGNATURE BLOCK: TENDERER			
Signature		Date	
Name			
Capacity			
Name of organization			
Address of organization			
Signature of witness		Date	
Name of witness			

### C1.1.2 FORM OF 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 service provider / consultant the amounts due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offers 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 contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 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 deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these 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 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 BLOCK: EMPLOYER			
Signature		Date	
Name			
Capacity			
Name of organization	Emalahleni Local Municipality		
Address of organization	Private Bag 3, Witbank, 1035		
Signature of witness		Date	

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## C1.2 CONTRACT DATA

*The General Conditions of Contract for Construction Works (2010) 2<sup>nd</sup> Edition published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).*

The General Conditions of Contract for Construction Works make several references to the contract data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract. The contract data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for construction works to which it mainly applies.

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## C1.2.1 CONDITIONS OF CONTRACT

### Contract Specific Data

The Contract Specific Conditions of contract are as numbered and set out below. These clauses are the only variations from and/or additions to the clauses of the General Conditions of Contract. The variables are listed after these clauses in the form of an appendix.

CLAUSE	CONTRACT SPECIFIC DATA
1.1	<p>Delete clause 1.1.1 and replaced by:</p> <p>“1.1.1.7 Contract” means the agreement made in the form of offer and acceptance and the documents referred to herein”.</p> <p>Amend clause 1.1.1.3 to read:</p> <p>“1.1.1.3 “Certificate of Completion” means the certificate issued by the Employer signifying that the whole, or portion, of the works has been sufficiently completed for the defects liability period for the whole, or portion, of the works to commence, although some minor work may be outstanding.</p> <p>1.1.1.4 “Certificate of Practical Completion” means the certificate issued by the engineer signifying that the whole, or portion, of the works has reached the stage of readiness for occupation or use for the purpose intended, although some minor work may be outstanding”.</p> <p>Amend clause 1.1.1.5 to read:</p> <p>“1.1.1.5 “Commencement date” means the date of delivery to the contractor of a written notice from the Employer informing him of the acceptance of his offer”.</p> <p>Amend clause 1.1.1.15 to read:</p> <p>“1.1.1.15 “The Employer is “ Emalahleni Local Municipality”.</p> <p>Amend clause 1.1.1.16 to read:</p> <p>Add the following definition:</p> <p>"1.1.1.35 "Schedule of Documents" means the document so designated in and forming part of the tender documents."</p> <p>Add the following definition:</p> <p>“1.1.1.36 Contract agreement means the document called form of offer and acceptance.</p>

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CLAUSE	CONTRACT SPECIFIC DATA
	<p>Add the following definition:</p> <p>“1.1.1.37 Specification” means that document entitled scope of work, as included the contract, and any variation of such document”.</p> <p>Add the following definition:</p> <p>“1.1.1.38 Drawings” means the employer’s drawings of the works as listed in the scope of works and any variation of such drawings”.</p> <p>Add the following definition:</p> <p>“1.1.1.39 Variation means a change to the scope of work (if any), which is instructed by the employer under sub-clause 10.1.”</p>
1.1	The application of a Contract Price Adjustment factor <b><u>shall not</u></b> apply to this Contract.

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CLAUSE	CONTRACT SPECIFIC DATA
1.3.6	<p>Add the following new Clause:</p> <p>The copyright in all documents, drawings and records (prepared by the Manager: Roads and Storm-water) related in any manner to the Works shall vest in the Employer (according to the dictates of the Contract that has been entered into by the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
3.1.3	<p>Roads and Storm-water Manager is, in terms of his appointment by the Employer responsible for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.1.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>
4.1.2	<p>Add the following to the clause:</p> <p>The Contractor shall provide the following to the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 Design calculations should the Municipality request a copy thereof.</p> <p>4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Roads and Storm-water Manager to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>

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CLAUSE	CONTRACT SPECIFIC DATA
4.3.3	<p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
4.3.4	<p>Add the following new clause:</p> <p><b>Contractor's liability as mandatory</b></p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act</p> <p>Without limiting the contractor's obligations in terms of the contract, the contractor shall before commencement of the works or any part thereof, be in the possession of an approved Health and Safety Plan. The contractor shall submit an approved Health and Safety Plan to the engineer within 14 days of the commencement date.</p>
4.3.5	<p>Add the following new clause:</p> <p><b>Contractor to notify Employer</b></p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.6	<p>Add the following new clause:</p> <p><b>Contractor's Designer</b></p>

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CLAUSE	CONTRACT SPECIFIC DATA
	The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.
4.3.7	<p>Add the following new clause:</p> <p>The Ministerial Determination 4, Expanded Public Works Program, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No 949 of 22 October 2010, as appended to these Contract Data as Annexure B, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
4.4	<p>Delete the contents of the clause and insert the following:</p> <p>Any consent granted in accordance with clause 4.4 or appointment of a sub-contractor in accordance with clause 4.4.3 shall not imply a contract between the employer and the subcontractor, or a responsibility or liability on the part of the employer to the subcontractor and shall not relieve the contractor from any liability or obligation under the contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the contractor, his agents or employees.</p> <p>The engineer's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the contractor by the engineer, in which event the contractor shall forthwith terminate the engagement or that subcontractor on the works.</p> <p>The withdrawal by the engineer of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the works which are sub-let by the contractor in accordance with clause 4.4.3 shall not relieve the contractor of any of his obligations under the contract, nor of any of his obligations to sub-let the particular portions of the works concerned.</p>
4.10.3	<p>Add the following new clause:</p> <p>The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.</p>
4.11	<p>Add the following:</p> <p>In clause 4.11.1</p> <p>"The contractor shall employ, for the purposes of the contract, only such persons as are careful, competent and efficient in their several trades and callings".</p>
5.3.1	<p>Add the following:</p> <p>The documentation required before commencement with Works Execution are:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• Initial Programme (Refer to Clause 5.6)</li> </ul>

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CLAUSE	CONTRACT SPECIFIC DATA
	<ul style="list-style-type: none"> <li>• A detailed cash flow forecast (Refer to Clause 5.6.2.6)</li> <li>• Security (Refer to Clause 6.2)</li> <li>• Insurance (Refer to Clause 8.6)</li> </ul>
5.3.2	<p>Add the following:</p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>
5.4.1	<p>Replace clause 5.4.1 with the following:</p> <p>The employer, or the engineer acting on his behalf, shall, subject to any requirements in the contract as to the order in which the works shall be executed:</p> <p>5.4.1 On the commencement date that is applicable to any phase or portion of the works, give the contractor right of access to that part of the site on which such phase or portion is to be constructed, the location of which access shall be stated in the site Information.</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information.</p>
5.7.1	<p>Delete the last paragraph of the clause and replace with the following:</p> <p>No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.</p>
5.8.1	<p>Special non-working days are Sundays and the following statutory public holidays as declared by National or Regional Government:</p> <p>New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the construction industry year-end break.</p> <p>The year-end break commences on the first working day after 15 December and ends on the first working day after 5 January of the next year.</p> <p>Special non-working days shall be all South African statutory holidays and the official building holidays</p>
5.12.1	<p>Add the following to clause 5.12.1</p> <p>"Should the contractor consider that he may, during the course of the contract, wish to invoke "abnormal climatic conditions" as a circumstance entitling him to an extension of time for the completion of the works, he shall, before commencing any of the permanent works, establish an approved weather recording station with an approved observer who shall record daily the weather conditions that the contractor may wish to invoke. The records shall be submitted weekly to the engineer's representative, together with a statement recording the contractor's opinion of the effect on his programme of any weather condition that he may consider to be abnormal".</p>

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CLAUSE	CONTRACT SPECIFIC DATA
5.12.2	<p>Add to clause 5.12.2</p> <p>"Extension of time in respect of abnormal climatic conditions shall be calculated in accordance with the method and data given in the specification data/ scope of work".</p>
5.12.3	<p>Delete the contents of the clause and insert the following:</p> <p>If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.</p>
5.12.5	<p>Add the following new clause:</p> <p><b>Extension of time due to Abnormal Rainfall</b></p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p> $V = (N_w - N_n) + (R_w - R_n)/20$ <p>Where:</p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>N<sub>w</sub> = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p> <p>R<sub>w</sub> = Actual total rainfall in mm recorded during the calendar month under consideration</p> <p>N<sub>n</sub> = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter</p> <p>R<sub>n</sub> = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N<sub>n</sub>, then V shall be taken as being equal to minus N<sub>n</sub>. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Rainfall records for the period of construction shall be taken on Site. The</p>

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CLAUSE	CONTRACT SPECIFIC DATA																																										
	<p>Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Contractor or his Representative shall take and record the daily rainfall readings. Access to the measuring gauge(s) shall at all times be under the Employer's control.</p> <p>The rainfall records applicable to this Contract are those recorded at Weather Station Rustenburg ARG 0511/5234. The following values of N<sub>n</sub> and R<sub>n</sub> shall apply:</p> <table><tr><th>Month</th><th>R<sub>n</sub> (mm)</th><th>N<sub>n</sub>(days)</th></tr><tr><td>January</td><td>130,1</td><td>4</td></tr><tr><td>February</td><td>94,2</td><td>3</td></tr><tr><td>March</td><td>75,1</td><td>2</td></tr><tr><td>April</td><td>60,3</td><td>2</td></tr><tr><td>May</td><td>9,8</td><td>0</td></tr><tr><td>June</td><td>5,9</td><td>0</td></tr><tr><td>July</td><td>1,6</td><td>0</td></tr><tr><td>August</td><td>7,2</td><td>0</td></tr><tr><td>September</td><td>18,8</td><td>0</td></tr><tr><td>October</td><td>57,5</td><td>2</td></tr><tr><td>November</td><td>89,4</td><td>3</td></tr><tr><td>December</td><td>105,8</td><td>3</td></tr><tr><td>TOTAL</td><td>655,7</td><td>19</td></tr></table> <p>No adjustment to the total for time-related preliminary and general items will be applicable for any automatic extension of time for completion granted in terms of this clause.</p>	Month	R <sub>n</sub> (mm)	N <sub>n</sub> (days)	January	130,1	4	February	94,2	3	March	75,1	2	April	60,3	2	May	9,8	0	June	5,9	0	July	1,6	0	August	7,2	0	September	18,8	0	October	57,5	2	November	89,4	3	December	105,8	3	TOTAL	655,7	19
Month	R <sub>n</sub> (mm)	N <sub>n</sub> (days)																																									
January	130,1	4																																									
February	94,2	3																																									
March	75,1	2																																									
April	60,3	2																																									
May	9,8	0																																									
June	5,9	0																																									
July	1,6	0																																									
August	7,2	0																																									
September	18,8	0																																									
October	57,5	2																																									
November	89,4	3																																									
December	105,8	3																																									
TOTAL	655,7	19																																									
5.13	<p>Delete the contents of the clause and insert the following:</p> <p>5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion.</p>																																										

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CLAUSE	CONTRACT SPECIFIC DATA
	<p><b>The penalty for delay in completion shall be as follows:</b></p> <p>R3000 per day for all the days he spend on site, which are outside / over the approved extension of time, which is granted in writing.</p> <p>5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p> <p>5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or</p> <p>5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);</p> <p>Then the appropriate penalty for delay referred to in Clause 5.13.1 above shall be reduced by the amount which is determined by the Engineer to be appropriate under the circumstances.</p> <p>5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer to act in terms of Clause 9.2.</p>

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## 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.

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## 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. Units of measurement

The units of measurement indicated in the bill of quantities are metric units.

The following abbreviations are used in the bill of quantities:

%	per cent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kW	kilowatt
l	litre
m	metre
mm	millimetre
MN	mega newton
MN-m	mega newton-metre
MPa	mega Pascal
m <sup>2</sup>	square metre
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
m <sup>2</sup> -pass	square metre-pass
no	number
PC sum	Prime Cost sum
Prov Sum	Provisional Sum
sum	lump sum
t	ton (1 000 kg)

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7. **Net measurements**

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

8. **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 client 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.

9. **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.

10. **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.

11. **Rates and prices**

11.1 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.

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- e) **ALL SUCCESSFUL BIDDERS PRICES SHALL BE ADDED AND AN AVERAGE OF ALL SHALL CONSTITUTE THE FINAL RATE ON THAT SPECIFIC ITEM**

11.2 "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.

11.3 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.

12. **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.

13. **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 Roads and Storm water or measurement on site that such quantities are in fact the correct quantities.
- b) Items marked "L" in the bill of quantities shall be carried out using labour intensive methods.
- c) **The quantities included in the Bills of quantities are only for Evaluation purposes, therefore the availability of the budget per financial year shall be used for determination of the limit of the scope of work.**

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SCHEDULE A: PANEL OF SERVICES PROVIDERS FOR HIRING OF CONSTRUCTION PLANT AND MAINTENANCE OF GRAVEL ROADS IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 24 MONTHS ON “AS AND WHEN REQUIRED” BASIS				SECTION 1200	
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS				
B12.03	EXCAVATION FOR EXPOSING SERVICES				
	Excavate by hand to open and protect Existing services	m <sup>3</sup>	100		
	TOTAL SECTION 1200 CARRIED TO SUMMARY			R	

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01	The Contractor's general obligations:				
	(c) Time related obligations	Month			5 000
	(d) Health and Safety obligations  <i>(Health and Safety obligations to be paid once off during the commencement period after the Safety file has been approved by the Employer)</i>	Lump Sum			10 000
TOTAL SECTION 1300 CARRIED TO SUMMARY				R	

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1700	CLEAR AND GRUBB				
B17.01	Clearing and grubbing of:				
	(a) Normal Areas:				
	(i) Within the road reserve	Ha	1		
	(b) In borrow pits	Ha	1		
17.02	Removal and grubbing of large trees and tree stumps				
	(a) Girth exceeding 1m up to and including 2m	No	1		
	(b) Girth exceeding 2m up to and including 3m	No	1		
TOTAL SECTION 1700 CARRIED TO SUMMARY				R	

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1800	<b>DAYWORKS</b>				
B18.01	<b>Labourers:</b>				
	(i) Unskilled	hour	9		
	(iii) Skilled	hour	9		
B18.02	<b>Foreman</b>	hour	9		
	<b>Surveyor</b>	hour	9		
B18.03	<b>Tipper trucks:</b>				
	(i) 10 Cubic Tipper Truck	hour	9		
	(ii) 5 Ton 7 Seater Double Cab Truck (Transportation)	hour	9		
B18.04	Loader (0,5m <sup>3</sup> )	hour	9		
B18.05	Grader (CAT 140G or similar)	hour	9		
B18.06	LDV	hour	9		
B18.07	<b>Compaction Rollers:</b>				
	(a) Path foot Steel roller	hour	9		
	(b) Smooth Steel roller	hour	9		
	(c) Rubber tyred loader (60kW)	hour	9		
	(d) TLB 4X4 (55kW)	hour	9		
	(e) Pedestrian vibrating roller (0,5 ton)	hour	9		
	(f) Pedestrian vibrating roller (1,4 ton)	hour	9		
	(g) Self-propelled vibrating roller (80kW)	hour	9		
	(h) Pneumatic roller (60kW, 20 ton)	hour	9		
	(j) 250 cmf compressor (7m <sup>3</sup> /min) complete with 2 tools and operators	hour	9		
	(k) 600 cmf compressor (7m <sup>3</sup> /min) complete with 2 tools and operators	hour	9		
	(l) Excavator (22 ton)	hour	9		
	(n) Low Bed	km	9		
	(o) Amphibious Excavator (Dredging)	hour	9		
	(i) Pedestrian roller (Bomag BW90 or similar)	hour	9		
	(iv) Water spray truck (min 10 000 l )	hour	9		
	(vii) Storm water Jetting Machine (Pipe range up to 900mm diameter pipes)	hour	9		
B18.08	<b>Hand Controlled Compactors</b>				
	(i) Pedestrian roller (Bomag BW90 or similar)	hour	9		
	(ii) Vibratory plate	hour	9		
	(iii) Rammers	hour	9		
	<b>Note :Wet rates only</b>				
	<b>TOTAL SECTION 1800 CARRIED TO SUMMARY</b>			<b>R</b>	

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2100	<b>DRAINS</b>				
	<b>Excavation for open drains:</b>				
B21.01	Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m <sup>3</sup>	10		
	(ii) Exceeding 1,5 m and up to 3,0 m	m <sup>3</sup>	10		
	(iii) Extra over sub-item B21.01(a) for excavation in hard material, irrespective of depth	m <sup>3</sup>	10		
B21.02	Clearing and shaping existing open drains	m <sup>3</sup>	10		
B23.01	<b>Installation of the Kerbing:</b>				
	(a) Reinstatement of kerbing at bell mouths	m	10		
	(b) Cleaning and unblocking of existing Catch-pits at bell mouths varying between 1.0m to 9.0m	No			
B23.02	<b>Construction of concrete Ditch Drain:</b>				
	(a) Construction of a Concrete Ditch Drain complete with finishing off and shaping of ground	No	10		
	<b>TOTAL SECTION 2100 CARRIED TO SUMMARY</b>			<b>R</b>	

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2300	CONCRETE KERBING, CONCRETE CHANNELING, CHUTES & DOWNPIPES & CONCRETE LININGS FOR OPEN DRAINS PRECAST CONCRETE KERBS				
	CONCRETE LINED OPEN DRAINS				
23.07	Trimming of excavation for concrete lined open drains				
	(a) In Soft material	m <sup>2</sup>	10		
	(b) In hard material	m <sup>2</sup>	10		
23.08	Concrete lining for open drains				
	(a) Concrete class 20/19	m <sup>3</sup>	10		
	(b) Class U2 surface finish to cast-in-situ concrete	m <sup>3</sup>	10		
23.09	Class F2 formwork to cast-in-situ concrete lining for open drains				
	(a) To sides with formwork on the internal face only	m <sup>2</sup>	10		
	(b) To sides with formwork on both internal and external faces	m <sup>2</sup>	10		
	(c) To ends of slabs	m <sup>2</sup>	10		
23.12	Steel reinforcement				
	(a) Mild steel bars	kg	5		
	(b) High tensile steel bars	ton	5		
	(c) Welded steel fabric	kg	5		
23.13	150 Micron black polyethylene sheeting for concrete lined open drains	m <sup>2</sup>	5		
TOTAL SECTION 2300 CARRIED TO SUMMARY				R	

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3100	<b>BORROW MATERIALS</b>				
	<b>FINISHING OFF BORROW AREAS</b>				
31.03	Finishing off borrow areas in				
	(a) Hard material	Ha	10		
	(b) Intermediate material	Ha	10		
	( c) Soft material	Ha	10		
	TOTAL SECTION 3100 CARRIED TO SUMMARY			R	

<b>BIDDING ON ITEMS WHEN REQUIRED BY:</b>					
<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
3100	<b>BORROW MATERIALS</b>				
	<b>FINISHING OFF BORROW AREAS</b>				
31.03	Finishing off borrow areas in				
	(a) Hard material	Ha	10		
	(b) Intermediate material	Ha	10		
	( c ) Soft material	Ha	10		
	<b>TOTAL SECTION 3100 CARRIED TO SUMMARY</b>			<b>R</b>	

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3300	MASS EARTHWORKS				
	CUT AND BORROW TO FILL				
33.01	Cut and borrow to fill, including free-haul up to 0.5km				
	(a) Material in compacted layer of up to a thickness of 200mm				
	(i) Compacted to 90% mod. AASHTO density	m <sup>3</sup>	10		
	(ii) Compacted to 93% mod. AASHTO density	m <sup>3</sup>	10		
	(iii) Eight roller passes compaction	m <sup>2</sup>	10		
33.01	(c) Rock fill (as specified in sub-clause)	m <sup>3</sup>	10		
33.01	(e) Pioneer layer (as specified in sub-clause)	m <sup>3</sup>	10		
	Extra over item 33.01 for excavating and breaking down material in				
	(a) Intermediate excavation	m <sup>3</sup>	10		
	(b) Hard excavation	m <sup>3</sup>	10		
	CUT TO SPOIL				
33.04	Cut to spoil including free haul up to 0.5km with material obtained from				
	(a) Soft excavation	m <sup>3</sup>	10		
	(b) Intermediate excavation	m <sup>3</sup>	10		
	(c) Hard excavation	m <sup>3</sup>	10		
	ROADBED				
33.10	Roadbed preparation and the compaction of material				
	(a) Compaction to 90% mod AASHTO density	m <sup>3</sup>	10		
TOTAL SECTION 3300 CARRIED TO SUMMARY				R	

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL				
34.01	Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1,0 km:				
	(a) Gravel selected layer compacted to :				
	(i) 150mm layer thickness to 93% of modified AASHTO density	m <sup>3</sup>	10		
B34/16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m <sup>3</sup> -km	10		
TOTAL SECTION 3400 CARRIED TO SUMMARY				R	

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## SUMMARY OF BILL OF QUANTITIES

### SCHEDULE A : PANEL OF CONTRACTORS FOR HIRING OF CONSTRUCTION PLANT AND MAINTENANCE OF GRAVEL ROADS IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 24 MONTHS ON "AS AND WHEN REQUIRED" BASIS

SECTION	DESCRIPTION	AMOUNT
1200	General requirements and Provisions	R
1500	Accommodation of Traffic	R
1800	Day works	R
2100	Prefabricated Culverts	R
2300	Concrete Kerbing, Concrete Channelling, Chutes and Downpipes, Concrete Lining, For open drains & Precast	R
3100	Borrow Material	R
3300	Mass Earthworks	R
3400	Pavement Layers of Gravel	R
<b>TENDER (CONTRACT) SUM</b>		<b>R</b>
2) ADD 10% FOR CONTINGENCIES (This amount is under the sole control of the employer)		R
SUBTOTAL		<b>R</b>
ADD : 15% VAT		R
<b>TENDER (CONTRACT) PRICE (Page C.3)</b>		<b>R</b>

**Note :** Tender sum is the value of the offered total of the prices exclusive of VAT, contingencies,

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## SPECIAL CONDITIONS OF CONTRACT

1. The successful service provider must provide clearance from the municipality where they are based indicating that they are not in arrears with regard to their respective municipal services accounts.
2. Bidders must initial all the pages of the Bid document and sign the Bidder particulars page in full.
3. Bidders must complete the original Bid document in black ink, and notice must be taken that tip-ex may not be used in the document
4. The transaction shall be subject to any stipulations in any Act, Ordinance or By-law pertaining thereto.
5. No proposals by any person that is not competent to enter into an agreement will be considered and if it is established that it is the case, the contract agreement in this regard will be considered null and void by Council.
6. Disputes must be settled by means of mutual consultation, mediation (with or without legal representation) or when unsuccessful, in a South African court of law on an attorney and client scale.
7. Should any legal action be deemed necessary to determine any aspect arising out of these conditions or to enforce any rights in terms of these conditions, then and in that event the parties hereto agree categorically to the jurisdiction of the Magistrate's Court to hear such action and to pass judgment notwithstanding the fact that the cause of action is beyond the jurisdiction of the Court: Provided always that Council shall have the right in its sole discretion to take action in any competent higher court in any matter exceeding the ordinary jurisdiction of the Magistrate's Court.

Council reserves the right to accept any cost proposal in a tender submitted or part thereof and will not be obliged to accept the highest tender price submitted in a tender OR any proposal submitted.

## GENERAL CONDITIONS OF CONTRACT

See the attached General Conditions of Contract

### GENERAL

All relevant documentation must be handed to the Emalahleni Local Municipality on completion of the project. A copy of the approved General Plan must also be provided digitally on a compact disc.

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## FINANCIAL CONTRACT ARRANGEMENTS

The following financial conditions are set by Council:

- a) No payment of the milestones shall be made prior to an inspection to be done by Council to determine whether the work is complete and satisfactory
- b) Payment will be made upon completion of milestones as agreed to in the tender
- c) Payment of the sub-consultants will be made by the successful bidder/appointed contractor in due consultation with Council and upon verification by Council that the work is complete and satisfactory.

## EVALUATION AND ADJUDICATION CRITERIA

**THE EVALUATION COMMITTEE WILL BE GUIDED BY THE FOLLOWING:**

### 1. THE METHODOLOGY TO IMPLEMENT THE PROJECT

- 1.1 The methodology will indicate the Bidder's clear understanding of the scope of work and the bidder's roles and function regarding the project. The Bidder shall be awarded maximum points for including all the different phases to be followed when developing the proposal.
- 1.2 The Bidder shall be awarded points according to the program of works outlining time frames for the different phases of the project.

### 2. CAPABILITY AND EXPERIENCE

The Bidder shall indicate the composition of the team and this will include people with the necessary experience, skills, qualifications, knowledge and skills required to ensure the efficient and effective generation of the required deliverables to the highest standards of quality.

### 3. TRACK RECORD

The Bidder shall provide clear information and proof on previous, relevant projects that confirm that the bidder has the required experience and success track record in the area of general project management and management related projects.

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**4. EVALUATION AND ADJUDICATION CRITERIA**

All bid proposals received will be evaluated and adjudicated on a 80/20 preference point system.

All bid received will firstly be evaluated on the following scoring criteria on the basis of functionality (60%) and price. Prospective bidders must at least achieve a minimum score of 60% in respect of functionality in order to be regarded as responsive and to qualify for further evaluation.

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## **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	

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

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## 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))

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- *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

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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 Program 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

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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**

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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 to be provided by the client: "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

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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.

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**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

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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

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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 neighboring 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

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- \* **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

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- \* 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

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## **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**

<b>Section/Regulation</b>	<b>Subject</b>	<b>Requirements</b>	<b>Yes/No</b>
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	
COLD 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	

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Section/Regulation	Subject	Requirements	Yes/No
		Risk Assessment carried out for work at heights  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	

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Section/Regulation	Subject	Requirements	Yes/No
		- hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept 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:	

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Section/Regulation	Subject	Requirements	Yes/No
		<ul style="list-style-type: none"> <li>- All cranes - <b>daily by operator</b></li> <li>- Tower Crane/s – <b>after erection/6monthly</b></li> <li>- Other cranes – <b>annually by comp. person</b></li> <li>- Lifting tackle(slings/ropes/chain slings etc.) - <b>3 monthly</b></li> </ul> Risk Assessment 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	

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Section/Regulation	Subject	Requirements	Yes/No
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	
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): <ul style="list-style-type: none"> <li>- after installation/re-erection or repairs</li> <li>- every 36 months.</li> <li>- Register/Log kept of inspections, tests. Modifications &amp; repair</li> </ul>	
Construction. Regulation 37	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: <ul style="list-style-type: none"> <li>- Carry out a daily inspection prior to use</li> <li>- Drive the vehicle/plant that he/she is competent to operate/drive</li> </ul> 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 thereafter. 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.	

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## **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

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- 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

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- 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

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- 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)

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### 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

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

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## **SCHEDULE**

### **COVID-19 Direction on Health and Safety in the Workplace**

#### **Issued by the Minister in terms of Regulation 10(8) of the National Disaster Regulations**

#### **PREAMBLE**

1. On 17 March 2020, the Department of Employment and Labour issued guidelines for employers to deal with COVID-19 at workplaces.<sup>1</sup> The Department of Employment and Labour appealed to employers to use the prescriptions of the OHSA in particular the Hazardous Biological Agents Regulations governing workplaces in relation to Coronavirus Disease 2019 caused by the SARS-CoV-2 virus.
2. In the period since the issuing of the guidelines, a clearer picture has emerged about COVID-19 and the nature of the hazard and risk in the workplace and the precautions that should be taken to minimise the risk. The purpose of these directives is to stipulate measures that must be taken by employers in order to protect the health and safety of workers and members of the public who enter their workplaces or are exposed to their working activities.
3. These directive seek to ensure that the measures taken by employers under OHSA are consistent with the overall national strategies and policies to minimise the spread of COVID-19.
4. The OHSA, read with its regulations and incorporated standards, requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of workers and to take such steps as may be reasonably practicable to eliminate or mitigate the hazard or potential hazard.
5. The OHSA further requires employers, to ensure, as far as is reasonably practicable, that all persons who may be directly affected by their activities (such as customers, clients or contractors and their workers who enter their workplace or come into contact with their employees) are not exposed to hazards to their health or safety. This obligation also applies to self-employed persons (for example, plumbers or electricians) whose working activities bring them into contact with members of the public.

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6. For the purposes of OHSA in the workplaces to which this Directive applies, the identifiable hazard relating to COVID-19 is that workers face is the transmission by an infected person to workers in the workplace. In workplaces to which the public has access, the hazard includes transmission of the virus by members of the public. Each situation requires special measures to be implemented by employers in order to prevent the transmission of the virus.

7. Although OHSA requires employers to review and update risk assessments on a regular basis, the new hazard posed by COVID-19 is clearly identifiable and the basic measures to eliminate or minimise the risk are now well known<sup>2</sup>. The object of conducting or updating a risk assessment in respect of COVID-19 is to provide specific focus on COVID-19 and adapt the measures required by this Directive to specific working environments taking into account the Risk Assessment Guides published online by the National Department of Health.

8. This Directive is based on infection transmission prevention and specific occupational hygiene practices that focus on the need for employers to implement measures to mitigate or eliminate the transmission of the virus in the workplace.

9. This Directive recognises that there are sector specific measures that need to be taken into account and accordingly provides for sector guidelines to supplement this Directive.

10. This Directive does not reduce the existing obligations of the employer in terms of OHSA nor prevent an employer from implementing more stringent measures in order to prevent the spread of the virus.

## APPLICATION

12. Subject to clause 13, this Directive applies to employers and workers in respect of

12.1 The manufacturing, supply or provision of essential goods or essential services, as defined in Schedule 2 of the Regulations issued in terms of section 27(2) of the Disaster Management Act;

12.2 Any workplace permitted to continue or commence operations before the expiry of those Regulations.

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13. This Directive does not apply to workplaces

13.1 excluded from the OHSA in terms of section 1(3) of the OHSA;

13.2 in which medical and health care services as defined in Schedule 2 in the Regulations issued in terms of section 27(2) of the Disaster Management Act (other than retail pharmacies) are performed;

13.3 In respect of which another Minister has issued a directive under those Regulations dealing with health and safety.

14. Subject to the employer's obligations under OHSA to conduct a risk assessment, employers with less than 10 employees need only apply the measures set out in clause 40 of this Directive. Period of application

15. This Directive remains in force for as long as the declaration of a national disaster published in Government Gazette 43096 on 15 March 2020 remains in force. Administrative measures

16. Every employer must establish the following administrative measures:

16.1 It must undertake a risk assessment to give effect to the minimum measures required by this Directive taking into account the specific circumstances of the workplace.

16.2 If the employer employs more than 500 employees, that employer must submit a record of its risk assessment together with a written policy concerning the protection of the health and safety of its employees from COVID-19 as contemplated in section 7(1) of OHSA to;

16.2.1 Its health and safety committee established in terms of section 19 of OHSA; and;

16.2.2 The Department of Employment and Labour.<sup>4</sup>

16.3 It must notify all workers of the contents of this Directive and the manner in which it intends to implement it;

16.4 It must notify its employees that if they are sick or have symptoms associated with the COVID-19 that they must not come to work and to take paid sick leave in terms of section 22 of the BCEA;

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16.5 It must appoint a manager to address employee or workplace representative concerns and to keep them informed and, in any workplace in which an health and safety committee has been elected, consult with that committee on the nature of the hazard in that workplace and the measures that need to be taken;

16.6 It must ensure that the measures required by this Directive and its risk assessment plan are strictly complied with through monitoring and supervision;

16.7 It must, as far as practicable, minimize the number of workers on at the workplace at any given time through rotation, staggered working hours, shift systems, remote working arrangements or similar measures in order to achieve social distancing, as contemplated in clause 17;

16.8 It must take measures to minimize contact between workers as well as between workers and members of the public;

16.9 It must provide workers with information that raises awareness in any form or manner, including where reasonably practicable leaflets and notices placed in conspicuous places in the workplace informing workers of the dangers of the virus, the manner of its transmission, the measures to prevent transmission such as personal hygiene, social distancing, use of masks, cough etiquette and where to go for screening or testing if presenting with the symptoms;

16.10 If a worker has been diagnosed with COVID-19, an employer must

16.10.1.1 Inform the Department of Health<sup>5</sup> and the Department of Employment and Labour; and

16.10.2 Investigate the cause including any control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place; and

16.11 It must give administrative support to any contact-tracing measures implemented by the Department of Health.

### **Social distancing measures**

17. Every employer must arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of one and a half metres between workers while they are working, for example, at their workstations. Depending on the circumstances of the workplace or the nature of the sector, the minimum distance may need to be longer. Reducing the number of

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workers present in the workplace at any time in terms of clause 16.5 may assist in achieving the required social distancing.

18. If it is not practicable to arrange work stations to be spaced at least one and a half metres apart, the employer must

18.1 arrange physical barriers to be placed between work stations or erected on work stations to form a solid physical barrier between workers while they are working; or

18.2 if necessary, supply the employee free of charge with appropriate PPE based on a risk assessment of the working place.

19. Every employer must ensure that social distancing measures are implemented through supervision both in the workplace and in the common areas outside the immediate workplace through queue control or within the workplace such as canteens and lavatories. These measures may include dividing the workforce into groups or staggering break-times to avoid the concentration of workers in common areas.

### **Health and safety measures**

20. Every employer must implement the following health and safety measures.

### **Symptom screening**

21. Every employer must take measures to

21.1 screen any worker, at the time that they report for work, to ascertain whether they have any of the observable symptoms associated with COVID-19, namely fever, cough, sore throat, redness of eyes or shortness of breath (or difficulty in breathing);

21.2 require every worker to report whether they suffer from any of the following additional symptoms: body aches, loss of smell or loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness; and

21.3 require workers to immediately inform the employer if they experience any of the symptoms in sub-clauses 21.1 and 21.2 while at work.

22. Employers must comply with any guidelines issued by the National Department of Health in consultation with the Department in respect of –

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- 22.1 symptom screening; and
- 22.2 if in addition required to do so, medical surveillance and testing.

23.If a worker presents with those symptoms, or advises the employer of these symptoms, the employer must –

23.1 not permit the worker to enter the workplace or report for work; or

23.2 if the worker is already at work immediately

23.2.1 isolate the worker, provide the worker with a FFP1 surgical mask and arrange for the worker to be transported in a manner that does not place other workers or members of the public at risk either to be self-isolated or for a medical examination or testing; and

23.2.2 Assess the risk of transmission, disinfect the area and the worker's workstation, refer those workers who may be at risk for screening and take any other appropriate measure to prevent possible transmission;

23.3 ensure that the worker is tested or referred to an identified testing site;

23.4 place its employee on paid sick leave in terms of section 22 of the BCEA or if the employee's sick leave entitlement under the section is exhausted, make application for an illness benefit in terms of clause 4 of the Directive issued on 25 March 2020 on the COVID-19 Temporary Employer Relief Scheme under regulation 10(8) of the Regulations promulgated in terms of section 27(2) of the Disaster Management Act;

23.5 ensure that the employee is not discriminated against on grounds of having tested positive for COVID-19 in terms of section 6 of the Employment Equity Act, 1998 (Act No. 55 of 1998);

23.6 if there is evidence that the worker contracted COVID-19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) in accordance with Notice 193 published on 3 March 2020.

24. If a worker has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, an employer may only allow a worker to return to work on the following conditions:

24.1 The worker has undergone a medical evaluation confirming that the

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worker has been tested negative for COVID-19;

24.2 The employer ensures that personal hygiene, wearing of masks, social distancing, and cough etiquette is strictly adhered to by the worker; and

24.3 The employer closely monitors the worker for symptoms on return to work.

### **Sanitizers, disinfectants and other measures**

25. For the purposes of these clauses, a hand sanitizer must be one that has at least 70% alcohol content and is in accordance with the recommendations of the Department of Health.

26. Every employer must, free of charge, ensure that –

26.1 there are sufficient quantities of hand sanitizer based on the number of workers or other persons who access the workplace at the entrance of, and in, the workplace which the workers or other persons are required to use;

26.2 every employee who works away from the workplace, other than at home, must be provided with an adequate supply of hand sanitizer.

27. If a worker interacts with the public, the employer must provide the worker with sufficient supplies of hand-sanitizer at that worker's workstation for both the worker and the person with whom the worker is interacting.

28. Every employer must take measures to ensure that

28.1 All work surfaces and equipment are disinfected before work begins, regularly during the working period and after work ends;

28.2 All areas such as toilets, common areas, door handles, shared electronic equipment are regularly cleaned and disinfected;

28.3 disable biometric systems or make them COVID-19-proof.

29. The employer must ensure that

29.1 there are adequate facilities for the washing of hands with soap and clean water;

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29.2 only paper towels are provided to dry hands after washing – the use of fabric towelling is prohibited;

29.3 The workers are required to wash their hands and sanitize their hands regularly while at work;

29.4 The workers interacting with the public are instructed to sanitize their hands between each interaction with public;

29.5 surfaces that workers and members of the public come into contact with are routinely cleaned and disinfected.

### **Cloth masks**

30. The main benefit of everyone wearing a cloth mask is to reduce the amount of virus droplets being coughed up by those with the infection and transmitted to others and to surfaces that others may touch. Since some persons with the virus may not have symptoms or may not know they have it, the Department of Health requires that all persons wear cloth masks when in a public place.

31. For the reasons underlying the Department of Health's requirement, every employer must –

31.1 provide each of its employees, free of charge, with a minimum of two cloth masks, which comply with the requirement set out in the Guidelines issued by the Department of Trade, Industry and Competition,<sup>8</sup> for the employee to wear while at work and while commuting to and from work; and

31.2 require any other worker to wear masks in the workplace.

32. The number and replace ability of cloth masks that must be provided to an employee or required of other workers must be determined in accordance with any sectoral guideline and in the light of the employee or worker's conditions of work, in particular, where these may result in the mask becoming wet or soiled.

33. Every employer must ensure that workers are informed, instructed, trained and instructed as to the correct use of cloth masks.

34. An employer must make appropriate arrangements for the washing, drying and ironing of cloth masks in accordance with the Guidelines referred in clause

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31.1 recommendations.

35. The general requirement for workers to wear masks does not derogate from the fact that, where a risk assessment indicates that PPE is required, those categories of workers must be provided with the accredited PPE in accordance with Department of Health guidelines.

### **Measures in respect of workplaces to which public have access**

36. The principal purpose of the measures contained in the following clause is to protect workers from being exposed to the virus through their interaction with the public and to protect members of the public from being exposed to virus through their interaction with workers or other persons present in such a workplace.

37. Depending on what is reasonably practicable given the nature of the workplace, every employer must

37.1 arrange the workplace to ensure that there is a distance at least one and a half metres between workers and members of the public or between members of the public; or

37.2 put in place physical barriers or provide workers with face shields or visors; this gazette is also available free online at [www.gpwonline.co.za](http://www.gpwonline.co.za) STAATSKOERANT, 29 APRIL 2020 No. 43257 15 13

37.3 if appropriate, undertake symptom screening measures of persons other than the employees entering the workplace with due regard to available technology and any guidelines issued by the Department of Health;

37.4 if appropriate, display notices advising persons other than employees entering the workplace of the precautions they are required to observe while in the workplace;

37.5 require members of the public, including suppliers, to wear masks when inside their premises.

### **Ventilation**

38. Every employer must –

38.1 keep the workplace well ventilated by natural or mechanical means to reduce the SARS-CoV-2 viral load;

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38.2 where reasonably practicable, have an effective local extraction ventilation system with high-efficiency particulate air HEPA filters, which is regularly cleaned and maintained, and its vents do not feedback in through open windows;

38.3 ensure that filters are cleaned and replaced in accordance with the manufacturer's instructions by a competent person.

### **Other PPE**

39. Every employer must check regularly on the websites of the National Department of Health, National Institute of Communicable Diseases<sup>10</sup> and the National Institute for Occupational Health<sup>11</sup> whether any additional PPE is required or recommended in any guidelines given the nature of the workplace or the nature of a worker's duties.

40. Employers with less than 10 employees must take the following measures:

40.1 arrange the workplace to ensure that employees are at least one and half metres apart or, if not practicable, place physical barriers between them to prevent the possible transmission of the virus;

40.2 ensure that employees that present with the symptoms set out in clause 21 are not permitted to work;

40.3 immediately contact the COVID-19 hotline: 0800 02 9999 for instruction and direct the employee to act in accordance with those instructions;

40.4 provide cloth masks or require an employee to wear some form of cloth covering over their mouth and nose while at work;

40.5 provide each employee with hand sanitizers, soap and clean water to wash their hands and disinfectants to sanitize their workstations;

40.6 ensure that each employee while at work washes with soap and sanitizes their hands; and

40.7 ensure that their workstations are disinfected regularly;

40.8 take any other measures indicated by a risk assessment.

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**Worker obligations**

41. In addition to the obligations of employees under the OHSA, every worker is obliged to comply with measures introduced by their employer as required by this Directive.

**Monitoring and enforcing the Directive**

42. An inspector designated in terms of section 28 of OHSA may perform any of the functions in section 29 of OHSA and exercise any of the powers listed in section 30 of OHSA in order to monitor compliance with this Directive.

43. In so far as any contravention of this Directive constitutes a contravention of an obligation or prohibition under OHSA, the offences and penalties provided for in section 38 of OHSA apply

44. An inspector, contemplated in clause 42, may for the purpose of promoting, monitoring and enforcing compliance with the OHSA, advice employees and employers of their rights and obligations in terms of this Directive in accordance with section 64 of the BCEA. Sectoral guidelines

45. The Chief Inspector appointed in terms of section 27 the OHSA must facilitate the development of sector specific guidelines to supplement this Directive by engaging with the social partners through the offices of the National Economic Development and Labour Advisory Council.

46. The sector specific guidelines must follow the template attached as **Annexure A**

**ANNEXTURE A SECTORAL GUIDELINES TEMPLATE**

**1. Risk assessment**

- 1.1. Identification of exposure levels
- 1.2. Identification of “high contact” activities
- 1.3. Identification of vulnerable workers and special measures for their protection, including protection against unfair discrimination or victimization

**2. Engineering controls**

- 2.1. Ventilation
- 2.2. Physical barriers

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2.3. Adaptation of workstations to increase social distance

### **3. Administrative controls**

- 3.1. Screening/ reporting of symptoms/ sick leave
- 3.2. Minimizing contact
- 3.3. Rotation and shift work
- 3.4. Work-at-home strategies
- 3.5. Communication and information strategies
- 3.6. Role of health and safety committees and representatives
- 3.7. Education and training
- 3.8. Reporting of incidents for regulatory purposes
- 3.9. Reporting for purposes of public health, contact tracing, screening, testing and surveillance

### **4. Healthy and safe work practices**

- 4.1. Disinfectants, sanitizers and personal hygiene
- 4.2. Other

### **5. PPE**

- 5.1. Masks
- 5.2. Gloves
- 5.3. Facial shields
- 5.4. Other

### **6. Provision of safe transport for employees**

- 6.1. Personal hygiene
- 6.2. Social distancing
- 6.3. Arrangements to minimise exposure associated with commuting
- 6.4. Cloth masks (if commuter)
- 6.5. PPE (driver/conductor of employer-provided transport)

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## HOW TO MANAGE POTENTIAL COVID-19 CASES

### Managing cases of suspected and actual exposure: Contractors

#### SUSPECTED COVID-19 CASE

- Do not allow the person to come into contact with other individuals.
- Ensure they wash and disinfect their hands and issue them with a mask and gloves.
- Arrange that the individual is taken out of the premises.
- Contact the company's manager and report the case.
- Stop work and advise the contractor employees about the situation.
- Arrange that they leave the premises.
- Work will only be allowed to continue if the suspected individual's GP provides a clearance certificate/fit for work, or if test results are negative for COVID-19.

#### THOSE EXPOSED TO THE SUSPECTED COVID-19 CASE

- It is very important to identify everyone who was exposed to the suspected COVID-19 case.
- These employees' symptoms will be monitored daily. They will be issued with masks and gloves. Contact with other employees must be limited or prevented.
- In the event where the test results confirm COVID-19 of the initial reported case, employees that came in contact with the person will have to undergo testing.
- Employees will only return to work if the results are negative.

#### WORKSTATION MANAGEMENT

The disinfecting team needs to attend to the workstation of the confirmed COVID-19 case.

Emergency response contact number

## HOW TO MANAGE POTENTIAL COVID-19 CASES

### Managing cases of suspected and actual exposure: Contractors

Emergency response contact number	Designation	Contact Number
Emergency response name		
Health & Safety Manager	Manager	
Netcare 911/ or any other recognised EMS	Ambulance	082 911
Any other Government	National Institute of Communicable Diseases	0800 029 999
Any Other		

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## HOW TO MANAGE POTENTIAL COVID-19 CASES

### Managing cases of suspected and actual exposure: Employees

#### SUSPECTED COVID-19 CASE

- Do not allow the suspected COVID-19 person to make contact with others.
- Place them in an isolation room.
- Contact Netcare 911 to transport the employee to the nearest test center.
- Notify the disaster management committee.
- The employee will self-isolate for 14 days and can only return to work after their GP provides a clearance certificate or if their test results are negative for COVID-19.
- Employees are requested to self-diagnose and visit their medical practitioners if they are feeling ill, advising HR if they are ill.

#### THOSE EXPOSED TO THE SUSPECTED COVID-19 CASE

- Do not allow the suspected COVID-19 person to make contact with others.
- All these employees must be issued with masks and gloves and symptoms monitored daily. Contact with other employees must be limited or prevented.
- If the employee that they were exposed to is tested positive for COVID-19, these employees will have to be tested as well. These employees can only return to work if they test negative.

#### ISOLATION ROOM AND WORKSTATION MANAGEMENT

- In the event where an employee needs to make his/her own arrangements for transportation or uses public transport, and is suspected of COVID-19, the employee must be placed in an isolation room.
- Netcare 911 must be contacted to attend to the employee and transport him/her to the required treatment facilities.
- The disinfecting team needs to be contacted to attend to the isolation room and work station of such an employee.

### Managing cases of suspected and actual exposure: Visitors

#### SUSPECTED COVID-19 CASE

- Make sure that the visitor does not come into contact with any other individuals.
- Provide the individual with a mask, ensure that they wash and disinfect their hands prior to issuing them with gloves.
- Arrange that the individual is escorted from the premises.
- Contact their direct line manager / employer / family member.

#### THOSE EXPOSED TO THE SUSPECTED COVID-19 CASE

- It is very important to identify everyone who was exposed to the suspected COVID-19 case.
- All these employees must be issued with masks and gloves and symptoms monitored daily. Contact with other personnel must be limited or prevented.
- In the event where the test results confirm COVID-19 of the initial reported case, employees that came in contact with the visitor will have to undergo testing.
- Employees will only return to work if the results are negative.

#### WORKSTATION MANAGEMENT

The disinfecting team needs to attend to the workstation of such an individual or meeting room, in the event of the confirmed COVID-19 case.

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### Managing cases of suspected and actual exposure: Contractors

#### **SUSPECTED COVID-19 CASE**

- Do not allow the person to come into contact with other individuals.
- Ensure they wash and disinfect their hands and issue them with a mask and gloves.
- Arrange that the individual is taken out of the premises.
- Contact the company's manager and report the case.
- Stop work and advise the contractor employees about the situation.
- Arrange that they leave the premises.
- Work will only be allowed to continue if the suspected individual's GP provides a clearance certificate/fit for work, or if test results are negative for COVID-19.

#### **THOSE EXPOSED TO THE SUSPECTED COVID-19 CASE**

- It is very important to identify everyone who was exposed to the suspected COVID-19 case.
- These employees' symptoms will be monitored daily. They will be issued with masks and gloves. Contact with other employees must be limited or prevented.
- In the event where the test results confirm COVID-19 of the initial reported case, employees that came in contact with the person will have to undergo testing.
- Employees will only return to work if the results are negative.

#### **WORKSTATION MANAGEMENT**

The disinfecting team needs to attend to the workstation of the confirmed COVID-19 case.

### Managing cases of suspected and actual exposure: Sub- Contractors

#### **SUSPECTED COVID-19 CASE**

- Do not allow the person to come into contact with other individuals.
- Ensure they wash and disinfect their hands and issue them with a mask and gloves.
- Arrange that the individual is taken out of the premises.
- Contact the company's manager and report the case.
- Stop work and advise the contractor employees about the situation.
- Arrange that they leave the premises.
- Work will only be allowed to continue if the suspected individual's GP provides a clearance certificate/fit for work, or if test results are negative for COVID-19.

#### **THOSE EXPOSED TO THE SUSPECTED COVID-19 CASE**

- It is very important to identify everyone who was exposed to the suspected COVID-19 case.
- These employees' symptoms will be monitored daily. They will be issued with masks and gloves. Contact with other employees must be limited or prevented.
- In the event where the test results confirm COVID-19 of the initial reported case, employees that came in contact with the person will have to undergo testing.
- Employees will only return to work if the results are negative.

#### **WORKSTATION MANAGEMENT**

The disinfecting team needs to attend to the workstation of the confirmed COVID-19 case.

### Managing cases of suspected and actual exposure: Contractors

Emergency response contact	Designation	Contact Number
number Emergency response name		
Health & Safety Manager	Manager	
Netcare 911/ or any other recognised EMS	Ambulance	082 911
Any other Government	National Institute of Communicable Diseases	0800 029 999

TENDER NO.	ELM 19/2022				
		BIDDER	WITNESS	EMPLOYER	WITNESS



TENDER NO.	ELM 19/2022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

# **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.