

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 55/2023

PANEL OF CONTRACTORS FOR THE SUPPLY, MAINTENANCE AND REPAIRS OF TRANSFORMERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER DOCUMENT

NAME OF TENDERER.....

<p><i>EMPLOYER:</i></p> <p>Emalahleni Local Municipality P.O Box 3 Witbank 1035</p> <p>Municipal Manager Tel No.: +27 (13) 690 6911 Fax No.: +27 (13) 690 6207 E-mail: maiselahs@emalahleni.gov.za</p>	<p><i>QUERIES:</i></p> <p>Supply Chain Management Mr O. Mthimkhulu Tel No.: +27 (13) 690 6596 E-mail: mthimkhuluol@emalahleni.gov.za</p>	<p><i>QUERIES:</i></p> <p>Technical Services Department Ms Msomi Tel No.: +27 (13) 690 6918 E-mail: : msominp@emalahleni.gov.za</p> <p>Mr PM Vilane Tel No.: +27 (13) 690 6300 E-mail: : vilanepm@emalahleni.gov.za</p>
--	---	---

Tender Closing Date:

Tenderer:
CIDB Registration Number:
Total of the prices inclusive of value added tax: R
Amount in words:
CSD Registration Number:
Preferences claimed for tendered contract participation goal of : NOT APPLICABLE

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 55/2023

PANEL OF CONTRACTORS FOR THE SUPPLY, MAINTENANCE AND REPAIRS OF TRANSFORMERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

CONTENTS

THE TENDER

Part T1: Tendering Procedures

- T1.1 Project Notice
- T1.2 Tender Data

Part T2: Returnable Documents

- T2.1 List of returnable documents
- T2.2 Returnable schedules

THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4: Site Information

- C4 Site Information

Part C5 : Relevant Documents

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 55/2023

Tender Notice and Invitation to Tender

PANEL OF CONTRACTORS FOR THE SUPPLY, MAINTENANCE AND REPAIRS OF TRANSFORMERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

Employer Tender Number: ELM 55/2023

cidb Reference Number: 100089099

EMALAHLENI LOCAL MUNICIPALITY MPUMALANGA INVITES TENDERS FOR THE SUPPLY, MAINTENANCE AND REPAIRS OF TRANSFORMERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

It is estimated that tenderers should have a cidb contractor grading of 4EP or higher. 3EP Potentially Emerging Enterprises who satisfy criteria stated in the Tender Data may submit Tender offers.

Preferences are offered to tenderers who have a grading of 4EP/3EP PE or higher

Tender documents will be obtainable from the following websites: www.emalahleni.gov.za or www.etenders.gov.za.

Duly completed tenders enclosed in a sealed envelope marked “, BID NO. ELM 55/2023: PANEL OF CONTRACTORS FOR THE SUPPLY, MAINTENANCE AND REPAIRS OF TRANSFORMERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS”, CLOSING DATE: 24 NOVEMBER 2023 with the name of the Tenderer, shall be deposited in the clearly marked tender box situated at Emalahleni Local Municipality, Civic Centre, 29 Mandela Street, eMahahleni, 1035 before 11h00 on the closing date. The tenders will thereafter be opened in public.

A non-compulsory virtual clarification meeting with representatives of the Employer will take place on Thursday, 02 November 2023 starting at 12h00 via Microsoft Teams (Link will be shared on the municipal website: www.emalahleni.gov.za).

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Regulations, 2022 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of ELM where 90 points will be allocated in respect of price and 10 points in respect of Specific goals.

No awards will be made to a person:

- Who is in the service of the state;

- If that person 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.

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 of it.

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:

Mr PM Vilane

Tel No. 0136906300

E-mail. vilanepm@emalahleni.gov.za or

Ms NP Msomi

Tel No. 0136906300

E-mail. msominp@emalahleni.gov.za
or

Ms Z. Moroku

Tel No. 0136906497

E-mail. masangonz@emalahleni.gov.za

A clarification meeting with representatives of the Employer will take place at MICROSOFT TEAMS on 02 November 2023 starting at 12h00.

The closing time for receipt of Tenders is 11h00 on Friday, November 24, 2023.

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.

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 55/2023

PANEL OF CONTRACTORS FOR THE SUPPLY, MAINTENANCE AND REPAIRS OF TRANSFORMERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (Feb 2008) as published in Government Gazette No: 30692, Board Notice 9 of 2008 of 1 February 2008. (See www.cidb.org.za).

The Standard Conditions of Tender make 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.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	
F.1.1	The Employer is: <i>Emalahleni Local Municipality</i> <i>P.O Box 3</i> <i>Emalahleni</i> <i>1035</i>
F.1.2	The Tender documents issued by the Employer comprise the following documents: THE TENDER Part T1 : Tendering Procedures T1.1 Project Notice T1.2 Tender Data Part T2: Returnable Documents T2.1 List of Returnable documents T2.2 Returnable schedules THE CONTRACT Part C1: Agreements and Contract Data C1.1 Form of offer and acceptance
F.1.2	C1.2 Contract Data

	<p>C1.3 Performance guarantee</p> <p>Part C2: Pricing Data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p>Part C3: Scope of Work</p> <p>C3 Scope of Work</p> <p>Part C4 : Relevant Documentation</p> <p>Health and Safety Specifications</p>
F1.3	<p>Interpretation</p> <p>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 tender conditions.</p>
F.1.5	<p>The Employer's right to accept or reject any tender offer</p> <p>The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by EMALAHLENI LOCAL MUNICIPALITY.</p>
F.2.2	<p>Compensation of tendering</p> <p>Accept that 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 satisfy requirements.</p>
F.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
F.2.4	<p>Confidentiality and copyright</p> <p>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.</p>
F.2.5	<p>Reference documents</p> <p>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.</p>
F2.6	<p>Acknowledge Addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.</p>
F.2.7	<p>Site briefing meeting</p> <p>Refer to T1.1 TENDER NOTICE AND INVITATION TO TENDER for date and time.</p> <p>Date: Refer to T1.1 TENDER NOTICE AND INVITATION TO TENDER for date and time.</p> <p>Location: Microsoft Teams</p>
F.2.11	<p>Alterations to documents</p> <p>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.</p>
F2.13	<p>Submitting tender offer:</p> <p>No Tender document will be considered unless submitted on Council's Official Tender Document. Return all the returnable documents to the employer after completing them.</p> <p>Tenders must be deposited in the tender box clearly marked with project description.</p> <p>TENDER NO: ELM 55/2023</p> <p>PANEL OF CONTRACTORS FOR THE SUPPLY, MAINTENANCE AND REPAIRS OF TRANSFORMERS AS AND WHEN REQUIRED FOR A</p>

PERIOD OF 36 MONTHS

Location of tender Box: Main Entrance Ground Floor Emalahleni Local Municipality Building
Physical Address: EMALAHLENI LOCAL MUNICIPALITY,
CNR Mandela & Arras Street
EMALAHLENI,
1035

Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered

All tender received by the EMALAHLENI LOCAL MUNICIPALITY will remain in the Municipality's possession until after the stipulated closing date and time.

Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered

F.2.16 The Tender offer validity period is 90 Days.

F.2.18 The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

F2.20 The tenderer is required to submit a Performance Guarantee from an approved insurer within **14** days from appointment. A format is included in Part C1.3 of this document.

The tenderer is to submit to the employer 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.

F.3.11 **Tender evaluation points**

The value of this bid is estimated to exceed R50 000 000 over the period of three years (all applicable taxes included) and therefore the 90/10 system shall be applicable.

Preference points for this bid shall be awarded for:

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

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and Specific Goals	100

Evaluation of Tenders

The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the ELM.

The following steps will be followed in evaluation;

1. Determination of whether or not tender offers are complete.
2. Determination of whether or not tender offers are responsive.

	<ol style="list-style-type: none"> 3. Determination of the reasonableness of tender offers. 4. Confirmation of the eligibility of preferential points claimed by tenderers. 5. Determination of expertise and experience of tenderers. 6. Awarding of points for financial offer. 7. Ranking of tenderers according to the total points 8. Performance of risk analysis by checking the credit record of the tenderers <p>Evaluation Criteria</p> <p>Tenders are adjudicated in terms of ELM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.</p>
	<p>Size of enterprise and current workload</p> <ul style="list-style-type: none"> ▪ Evaluation of the Tenderer's position in terms of: ▪ Previous and expected current annual turnover ▪ Current contractual obligations ▪ Capacity to execute the contract <p>Staffing profile</p> <p>Evaluation of the Tenderer's position in terms of:</p> <ul style="list-style-type: none"> ▪ Staff available for this contract being Tendered for ▪ Qualifications and experience of key staff to be utilised on this contract. <p>Proposed Key Personnel</p> <p>In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Staff available named and working on full time basis for the Tenderer. The CV should follow the normal Professional Format. Each CV should give at least the following:</p> <ul style="list-style-type: none"> • Position in the firm and within the organisation of this assignment • PDI status (describing population group, gender and disabilities) • Educational qualifications • Professional Registrations • Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest. Language proficiency and • References (company name, individual name, position held, contact details) <p>Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services</p> <p>Previous experience</p> <p>The procedure for the evaluation of responsive Bids will be on the previous projects where the firm was involved for EMALAHLENI LOCAL MUNICIPALITY (ELM) projects or other clients. Reference of clients other than ELM MUST be provided.</p> <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years.</p> <p>Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> • Experience in the relevant technical field

	<ul style="list-style-type: none">• Experience of contracts of similar size• Some or all of the references will be contacted to obtain their input. <p>The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects</p>														
	<p>If the Tender does not meet the requirements contained in the ELM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.</p> <p>Penalties</p> <p>The EMALAHLENI LOCAL MUNICIPALITY will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none">• Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.• Impose a financial penalty at the discretion of Council <p>Restrict the contractor, its shareholders and directors on obtaining any business from the EMALAHLENI LOCAL MUNICIPALITY for a period of 5 years</p>														
F.3.11.5	<p>Evaluation Method 4</p> <p>Which entails the balance between financial offer, preferences and Quality and 90-10 points system, will be adopted.</p>														
F.3.18	<p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>														
	<p>The additional conditions of Tender are:</p> <p>1 Emalahleni Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.</p> <p>2 The Emalahleni Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.</p> <p>3 The Emalahleni Local Municipality reserves the right to appoint a different Contractor for each project. The Tenderer shall be required to complete the form of offer (C1.1) and the Bill of Quantities (C2.2) for each project.</p>														
F.3.11.6	<p>Evaluation Criteria</p> <p>The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:</p> <table><tr><th>Description of Quality Criteria</th><th>Maximum number of tender evaluation points</th></tr><tr><td>Tenderer's experience in similar works.</td><td>40</td></tr><tr><td>Team capacity (Level of experience, qualifications of key personnel) as per the General Machinery Regulation 2</td><td>30</td></tr><tr><td>Tenderer's capacity to execute and implement the tender (plant and equipment)</td><td>10</td></tr><tr><td>Locality (Emalahleni, Nkangala District, Mpumalanga Province)</td><td>10</td></tr><tr><td>Methodology</td><td>10</td></tr><tr><td>Total evaluation points for quality (Ms)</td><td>100</td></tr></table> <p>Only those tenderers who score a minimum score of 60 points in respect of the following functionality criteria will proceed to the price and preference goals.</p>	Description of Quality Criteria	Maximum number of tender evaluation points	Tenderer's experience in similar works.	40	Team capacity (Level of experience, qualifications of key personnel) as per the General Machinery Regulation 2	30	Tenderer's capacity to execute and implement the tender (plant and equipment)	10	Locality (Emalahleni, Nkangala District, Mpumalanga Province)	10	Methodology	10	Total evaluation points for quality (Ms)	100
Description of Quality Criteria	Maximum number of tender evaluation points														
Tenderer's experience in similar works.	40														
Team capacity (Level of experience, qualifications of key personnel) as per the General Machinery Regulation 2	30														
Tenderer's capacity to execute and implement the tender (plant and equipment)	10														
Locality (Emalahleni, Nkangala District, Mpumalanga Province)	10														
Methodology	10														
Total evaluation points for quality (Ms)	100														

SCHEDULE 1

EVALUATION SCHEDULE: TENDERER'S EXPERIENCE

The following is a statement of major works of a similar nature successfully executed by myself/ourselves.

The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work for electrical transformer maintenance and repairs.

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).

EXPERIENCE OF FIRM (Maximum Points obtainable 40)

Note: Company's previously completed projects

It must be noted that the experience of the firm carries a maximum of 40 points as indicated in the table below. If proof of testimonials and appointment letters, in reference to Form E not provided, then the bidder shall obtain zero points on the experience of the firm. Provide proof of the company's previous completed projects which is in the form appointment letters and completion certificates. Verifiable references (appointment letters and completion certificates) with contact details must be attached.

Evaluation Criteria	Minimum Required	Points Obtainable	Points Claimed
Company experience in terms of project completed	Four (4) successfully completed similar projects,	20	
	Four (3) successfully completed similar projects,	10	
	Four (2) successfully completed similar projects,	5	
Company accreditation	Registration with the ECASA: Electrical Contractors Association (South Africa)	20	
Sub-total		40	
Total		40	

NB: Only bidders who score a minimum of 60 points will be further evaluated on price and the evaluation point system.

SCHEDULE 2

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 electrical transformer maintenance and repairs.

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:

Organising and Staffing (*Maximum points obtainable 30*)

Project Manager/Team Leader

Name:.....

Evaluation Criteria	Minimum Required	Points Obtainable	Points Claimed
Academic Qualifications	National Diploma in Electrical Engineering or higher	5	
Professional Accreditation	Professional Registration as Professional Technician, Technologist, or Engineer with ECSA	3	
Sub-total		8	
Experience of Team Leader in similar projects			
Involvement in comparable projects (Technical)	0 – 1	0	
	1 – 2	1	
	3 – 4	2	
	5 upwards	3	
Sub-total		3	
Total		11	

Site Supervisor:

Name:.....

Evaluation Criteria	Minimum Required	Points Obtainable	Points Claimed
Academic Qualifications	National N Diploma in Electrical Engineering or equivalent	3	
Professional Accreditation	Professional Registration as candidate technician or Professional Technician, with ECSA	2	
Sub-total		5	
Years of experience in similar projects	0 – 1	0	
	1 – 2	1	
	3 and above	2	
Sub-total		2	
Total		7	

Note: Should the Site Supervisor be the same as Team Leader, zero points will be allocated.

Qualified Artisan:

Name:.....

Evaluation Criteria	Minimum Qualification Required	Points Obtainable	Points Claimed
Academic Qualifications	Electrical Trade Test	2	
Academic Qualifications	Wireman's installation License Registered with the Department of Labour (DoL)	3	
Sub-total		5	
Years of experience in similar projects	0 – 1	0	
	1 – 2	1	
	3 upwards	2	
Sub-total		2	
Total		7	

Note: Should the Qualified Artisan be the same Site Supervisor and/or Team Leader, zero points will be allocated.

Safety Officer:

Name:.....

Evaluation Criteria	Minimum Required	Points Obtainable	Points Claimed
Academic Qualifications	Occupational Health and Safety Certificate Diploma or equivalent (SAMTRAC) or Advance SAMTECH	3	
Sub-total		3	
Years of experience in similar projects	0 - 1	0	
	1 - 2	1	
	3 upwards	2	
Sub-total		2	
Total		5	

Note: Should the Safety Officer be the same Team Leader and/or Site Supervisor and/or Site Qualified Artisan zero points will be allocated.

SCHEDULE 3

EVALUATION SCHEDULE: CAPACITY TO EXECUTE & IMPLEMENT THE TENDER (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 and the resources specified below must solely be committed to the operations of the Electrical Maintenance Repairs and breakdowns.

The following equipment will serve as minimum requirements:

- Cherry-picker
- Crain Truck
- Petrol/Diesel Generator
- Surge generator/Primary Injection tester / Secondary Injection tester

NB: Only bidders who score a minimum of 60 points will be further evaluated.

PLANT (Maximum Points obtainable 10)

It must be noted that total points of 10 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. Letter of intent or quotation from the lessor must be attached. Plant points will be considered in reference to the services tendered for.

Evaluation Criteria	Minimum Required	Points Obtainable (Own)	Points Obtainable (Leased)	Points Claimed
Tenderer's plant & equipment - Proof of ownership of the company equipment must be attached and failure to do so will result in forfeiting the plant points	Cherry-picker x 1	2	1	
	40-440Ton Crane Truck x 1	2	1	
	Petrol/Diesel Generator x1	2	1	
	Surge generator/Primary Injection tester / Secondary Injection tester x1	4	2	
Sub-total		10	5	
Total		10	5	

SCHEDULE 4

EVALUATION SCHEDULE: LOCALITY (TENDERER PROOF OF RESIDENCE)

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	<input type="checkbox"/> Municipality name		
2.2	<input type="checkbox"/> 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	<input type="checkbox"/> Landlord name		
5.2	<input type="checkbox"/> Address property is situated		
5.3	<input type="checkbox"/> Contact number of landlord		
6.	Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof		
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	

For Locality points will be allocated as follows

South Africa	1
Mpumalanga	5
Nkangala District	8
Emalahleni	10
SUBTOTAL	10
TOTAL	10

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

SCHEDULE 5

EVALUATION SCHEDULE: METHODOLOGY Methodology and Implementation Programme

CRITERIA	RATING		SCORE
Develop execution and implementation plan with timeframes for each activity and milestone	Minimum focus area covered	2	
	Medium focus area covered	3	
	Maximum focus area covered	5	
SUBTOTAL		5	
Detailed list of resources with milestones and/or required for the project (Innovative project management Approach)	Exclusion of a Project Management Approach/Strategy in the proposal	2	
	Inclusion of a Project Management Approach/Strategy in the proposal	5	
SUBTOTAL		5	
TOTAL		10	

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 55/2023

PANEL OF CONTRACTORS FOR THE SUPPLY, MAINTENANCE AND REPAIRS OF TRANSFORMERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

Form A	Compulsory Enterprise Questionnaire
Form B	Record of Addenda to Tender Documents
Form C	Authority for Signatory
Form D	Preference Schedule
Form E	Schedule of Previous Experience
Form F	Schedule of Current Projects
Form G	Certificate of Attendance at Site Meeting
Form H	Proposed Key Personnel
Form I	Schedule of Plant and Equipment
Form J	Schedule of Proposed Sub-Contractors
Form K	Financial References
Form L	Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/ Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)
Form M	Certificate of Registration with CIDB 4EP/3EPPE
Form N	Registration on National Treasury Central Supplier Database
Form O	Municipal Rates and Taxes
Form P	Annual Audited Financial Statement for the past three years/ since establishment/ if established in less than three years as required by law

MBD 1	Invitation to Bid
MBD4	Declaration of Interest
MBD 6.1	Preference Points
MBD8	Declaration of bidder's past supply chain management practices
MBD9	Certificate of Independent bid determination

Returnable Documents that will be incorporated into the contract

C1.1	Form of Offer and Acceptance
C1.2	Contract Data (Part 2)
C1.3	Form of Guarantee
C2.2	Bill of Quantities

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 55/2023

PANEL OF CONTRACTORS FOR THE SUPPLY, MAINTENANCE AND REPAIRS OF TRANSFORMERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM A COMPULSORY ENTERPRISE QUESTIONNAIRE

In the case of a Joint Venture – This questionnaire is to be completed and submitted in respect of each partner.

1. **Name of Enterprise:**
2. **VAT Registration number, if any:**
3. **CIDB Registration number:**
4. **Particulars of sole proprietors and partners in partnership:**

Name	Identity Number	Personal Income Tax Number

* Complete only if sole proprietor or partnership and attach separate page if more than 4 partners.

5. **Particulars of companies and close corporations:**

Company Registration Number:

Close Corporation Number:

Tax reference Number:

6. Record in the service of the state:

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

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of Directors of any Municipal entity
- an official of any municipality or municipal entity
- 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 an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following information:

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

Name of Tenderer: Date:

Signature: Position:

Full name of signatory:

FORM B RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:

	Date	Title of Details

Name of Tenderer:

Date:

Signature: Position:

Full name of signatory:

FORM C AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name: _____

Contact number: _____

Office address: _____

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date)

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Numberand any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE :

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

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 an any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner: CIDB Reg No:		Signature: Name: Designation:
 CIDB Reg No:		Signature: Name: Designation:
 CIDB Reg No:		Signature: Name: Designation:
 CIDB Reg No:		Signature: Name: Designation:
 CIDB Reg No:		Signature: Name: Designation:

ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL
OR CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON
COMPANY LETTERHEAD

FORM D PREFERENCE SCHEDULE – MBD 6.1

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 90/10 system for requirements with a Rand value above R50 000 000 over the period of three years (all applicable taxes included).

1.2 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and Specific Goals	100

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

2. DEFINITIONS

2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.3 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.3 “**consortium or joint venture**” 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;

2.4 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;

2.5 “**EME**” means any enterprise with an annual total revenue of R5 million or less.

2.6 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.7 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, considering, among other factors, the quality, reliability, viability and durability of a service

and the technical capacity and ability of a bidder;

- 2.8 **“non-firm prices”** means all prices other than “firm” prices;
- 2.9 **“person”** includes a juristic person;
- 2.10 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.11 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.12 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.13 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.14 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis considering all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 Two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

P _s	=	Points scored for comparative price of bid under consideration
P _t	=	Comparative price of bid under consideration
P _{min}	=	Comparative price of lowest acceptable bid

5. Points for Specific Goals

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the specific goals in accordance with the table below:

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise	2 points	
2.	for at least 30% woman or women shareholding or owned enterprise	2 points	
3.	For at least 30% youth shareholding or owned enterprise	2 points	
4.	for at least 30% people living with disability shareholding or owned enterprise	2 points	
A total of 5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
7.	for enterprise regarded as EME located within the local area of jurisdiction.	2 Points	

5.2 POINTS AWARDED FOR SPECIFIC GOALS

5.4 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

5.5 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

5.7 (b) any other invitation for tender, the 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, the organ of state indicates the points allocated for specific goals for the 90/10 preference point system.

6. BID DECLARATION

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company

- ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

FORM E SCHEDULE OF PREVIOUS EXPERIENCE

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.** Appointment letters and Completion certificates should be attached.

Description	Value (R) VAT excluded	Year(s) work executed	Reference		
			Name	Organisation	Tel no.

Name of Tenderer: Date:.....

Signature :

Full name of signatory:

FORM F SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Date Appointed	Reference		
			Name	Organisation	Tel no

Name of Tenderer:

Date:

Signature :

Full name of signatory:

**FORM G CERTIFICATE OF ATTENDANCE AT NONE
COMPULSORY BRIEFING MEETING**

I / We acknowledge that the tender briefing was attended by a company representative able to relay the presentation of the works and/ or matters incidental to doing the works in the tender document in order for me/ us to take account of everything necessary when compiling our rates and prices included in the tender.

I/we acknowledge that the attendance register will be used to confirm our company's presence and if found to be absent, will lead to our tender being disqualified.

Name:

Signature:

Capacity:

Date and Time:

Capacity:

Date and Time:

FORM H PROPOSED KEY PERSONNEL

Please attach CVs of the proposed key personnel.

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Plant Operators						
Others:.....						

The Tenderer shall attach hereto the *curricula vitae*, in the form included hereafter, of at least the site agent, the foreman, safety officer and the project manager. The information is necessary for evaluation of the tender.

Name of Tenderer:

Date:

Signature :

Full name of signatory:

FORM I SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

(a) **Details of major equipment owned by me / us and immediately available for this contract.**

DESCRIPTION (<i>type, size, capacity etc</i>)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

(b) **Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted**

DESCRIPTION (<i>type, size, capacity etc</i>)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, which will prejudice his tender.

Name of Tenderer:

Date:

Signature :

Full name of signatory:

FORM J SCHEDULE OF PROPOSED SUB-CONTRACTORS

Appointment of the proposed sub-contractors is subject to approval by EMALAHLENI LOCAL MUNICIPALITY (ELM) in accordance with ELM Supply Chain Management Policy.

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONTRACTOR

Name of Tenderer:

Date:

Signature:

Full name of signatory:

FORM K FINANCIAL REFERENCES

FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the last 3 years' set of financial statements together with my/our Directors' and Auditors' report for consideration by the Client.

DETAILS OF TENDERERS BANKING INFORMATION

I/We hereby authorise the Client/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

BANK NAME:									
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>									
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

Name of Tenderer:

Date:

Signature:

Full name of signatory:

FORM L Certificate of Authority of Joint Ventures/ Close Corporations/ Partnership/ Company/ Sole proprietor

Indicate
status of
Tenderer

the
the
by

ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE OF 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 the tender for Contract No. ELM 05/2023 and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

(II) 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 No. ELM 05/2023 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 members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(III) **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 No. ELM 05/2023 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.*

(IV) **CERTIFICATE FOR JOINT VENTURE**

This Returnable Schedule is to be completed by joint ventures.

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 and any contract resulting from it on our behalf.

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

		Signature..... Name Designation.....
--	--	---

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 Joint Venture as a whole.*

(v) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

Date:

- 1.....
-
2.
-

FORM M Certificate of Registration with CIDB 4EP/3EPPE
--

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause F.2.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Expiry Date:

The

FORM N Registration on National Treasury Central Supplier

tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration. In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Central Supplier Database Supplier Number:

Expiry Date:

FORM O Municipal Utility Account

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly authorized to sign all documents with the Tender for Contract Number _____ on behalf of _____ hereby make a declaration as follows:
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

Utility Account Number	Name of Municipality	Name of Owner

ATTACH
AN
ORIGINAL
OR A
CERTIFIED COPY
OF A
MUNICIPAL UTILITY
ACCOUNT

(NOT OLDER THAN THREE (3) MONTHS)

Important: Note the following

- List Account(s) registered either in the name(s) of the Director(s) or the Company on the declaration form attached hereto.

Attach Municipal Utility account of Company's registered office (if applicable) and in case of leased premises, attach lease agreement and the services account of leased premises. (issued in the name of the bidding company)

FORM P Annual Audited Financial Statements
--

The tenderer must attach to this page the Annual Audited Financial Statement for the past three years/ since establishment in less than three years as required by law.

MBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	ELM 55/2023	CLOSING DATE:	Friday, November 24, 2023.	CLOSING TIME:	11h00
DESCRIPTION	PANEL OF CONTRACTORS FOR THE SUPPLY, MAINTENANCE AND REPAIRS OF TRANSFORMERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID

BOX SITUATED AT (STREET ADDRESS)

Emalahleni Local Municipality
Civic Centre
29 Mandela Street
eMahahleni,
1035

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS	<input type="checkbox"/>		<input type="checkbox"/>		
VAT REGISTRATION NUMBER	<input type="checkbox"/>		<input type="checkbox"/>		
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	<input type="checkbox"/>
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]		
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 VB Mampure	
CONTACT PERSON	Mr O Mthimkhulu		TELEPHONE NUMBER	013 690 6300	
TELEPHONE NUMBER	013 690 6300		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	mampuruvb@emalahleni.gov.za	
E-MAIL ADDRESS	mthimkhuluol@emelehl eni.gov.za				

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input checked="" type="checkbox"/> 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:

MBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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 position in 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 declarant 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, shareholder²):
.....
 - 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.

¹"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.

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

YES / NO

.....

.....

.....

YES/NO

.....

.....

.....

YES/NO

.....

.....

[illegible]

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

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)}_{or} & & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise	2 points	
2.	for at least 30% woman or women shareholding or owned enterprise	2 points	
3.	For at least 30% youth shareholding or owned enterprise	2 points	
4.	for at least 30% people living with disability shareholding or owned enterprise	2 points	
A total of 5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
7.	for enterprise regarded as EME located within the local area of jurisdiction.	2 Points	
The Municipality will utilize the CSD report for the above-mentioned information.			

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- vi) The information furnished is true and correct;

- vii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- viii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- ix) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was Applied).	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, 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.	Yes	No
4.2.1	If so, furnish particulars:		



4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply With the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 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:

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

²Bid 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.

MBD 9

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

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

MBD 9

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 55/2023

**PANEL
OF CONTRACTORS FOR SUPPLY, MAINTENANCE AND REPAIR OF PUBLIC
LIGHTING INFRASTRUCTURE AS AND WHEN REQUIRED BASIS FOR A PERIOD OF
36 MONTHS**

C. THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4 : Relevant Documentation

- C4 Health & Safety Specifications

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 55/2023

PANEL OF CONTRACTORS FOR THE SUPPLY, MAINTENANCE AND REPAIRS OF TRANSFORMERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

C1 AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **PANEL OF CONTRACTORS FOR THE SUPPLY, MAINTENANCE AND REPAIRS OF TRANSFORMERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

..... Rand (in words); R (in figures).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature
Of Witness

Name

Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

Part 1 Agreements and Contract Data (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

Part 4 Site information

Part 5 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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, which must be duly signed by the authorised representative(s) of both parties.

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 at or just after the date this Agreement comes into effect. Failure to fulfil 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. Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of organisation)

Name & Signature

Of Witness

Name

Date

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 **Subject**

Details

2 **Subject**

Details

3 **Subject**

Details

4 **Subject**

Details

5 **Subject**

Details

6 Subject

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature

Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Emalahleni Local Municipality – Mandela Street)

Name & Signature

Of Witness _____ Date _____

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The Conditions of Contract are the *General Conditions of Contract for Construction Works (2015)* published by the **South African Institution of Electrical Engineering**. Copies of these conditions of contract may be obtained from the **South African Institute of Electrical Engineering** (Tel: 011 805 5947).

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

PART 1: Data provided by the Employer

Clause	Data
1.1.1.15	The Name of the Employer is Emalahleni Local Municipality
1.2.1.2	The address of the Employer is: CNR Mandela & Arras Street eMalahleni 1035 Telephone: 013 690 6300 Facsimile: 013 690 6207
5.8.1	The special non-working days are the official builder's holiday plus all statutory public holidays. The year-end break commences on 15 December and ends on 5 January .
5.13.1	The penalty for failing to complete the works is 3,75c per R100 per day of the contract value.
6.2.1	Public liability insurance to a maximum of R1 million .
5.2.1	The Contractor shall commence executing the Works within 14 days from the Commencement Date.
5.5.1	The Works shall be completed within the timeframe stated by the contractor at tender

1.1.1.14	stage.
5.6.1	The Contractor shall deliver his programme of work within 14 days.
8.6.1.1.2	The value of the materials supplied by the Employer to be included in the insurance sum is nil.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
5.1.1	The Works shall be completed within the timeframe stated by the contractor

PART 1: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract for Construction Works (3RD EDITION 2015)*, published by the South African Institution of Electrical Engineering, in order to understand the implications of this Data which is required to be completed.

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

Clause	Data
1.1.1.9	The Contractor is: Name:
1.2.1.2	The Address of the Contractor is: Address (physical): Address (postal): Telephone: Facsimile: E-mail:
6.5.1.2.3	The percentage allowance to cover overhead charges is

C1.3 FORM OF GUARANTEE

FORM OF GUARANTEE

TENDER NO: ELM 55/2023

**PANEL OF CONTRACTORS FOR THE SUPPLY, MAINTENANCE AND REPAIRS OF TRANSFORMERS AS
AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

WHEREASat

EMALAHLENI LOCAL MUNICIPALITY

(Hereinafter referred to as "the Employer")

entered into, on the Day of2023, at

a Contract with

at

(Hereinafter called "The Contractor")

for the **PANEL OF CONTRACTORS FOR THE SUPPLY, MAINTENANCE AND REPAIRS OF
TRANSFORMERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS** as per Scope of work
AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with
security by way of suretyship for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS

has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE,

do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-principal Debtors
to the Employer under renunciation of the benefits of division and execution for the due and faithful
performance by the Contractor of all the terms and conditions of the said Contract, subject to the
following conditions.

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to
act in any manner authorised and/or contemplated by the terms of the said contract, and/or
to agree to any modifications, variations, alterations, directions or extensions of the Due
Completion Date of the Works under the said Contract, and that its rights under this
guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of

any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.

2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of (R.....).
5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at

.....

IN WITNESS WHEREOF this guarantee has been executed by us at on

this..... day of 20

As witnesses:

1. Signature

2. Duly authorised to
sign on behalf of

Address

.....

.....

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 55/2023 .

**PANEL OF CONTRACTORS FOR THE SUPPLY, MAINTENANCE AND REPAIRS OF TRANSFORMERS AS
AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITIES

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 55/2023

**PANEL OF CONTRACTORS FOR THE SUPPLY, MAINTENANCE AND REPAIRS OF TRANSFORMERS AS
AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of the SABS/SANS 1200 sections.
2. The units of measurement described in these Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only

sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. For the purpose of these Bills 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 SABS/SANS 1200.

Quantity: The number of units of work for each item.
Rate: The agreed payment per unit of measurement.
Amount: The product of the quantity and the agreed rate for an item.
Lump sum: An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Bills of Quantities.
10. Reasonable compensation will be received where no pay item appears in the Bills of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.

11. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
12. The payment reference numbers appearing in the Bills of Quantities refer to the corresponding item numbers in the SABS/SANS 1200.
13. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letter L in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letter L are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
14. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
15. The quantities allocated in the Bill of quantities are for evaluation purposes only, therefore the allocation of work will be subject to the availability of the budget in the financial year.

15.1 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.
- e) **ALL SUCCESSFUL BIDDERS PRICES SHALL BE ADDED AND AN AVERAGE OF ALL SHALL CONSTITUTE THE FINAL RATE ON THAT SPECIFIC ITEM**

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 55/2023

PANEL OF CONTRACTORS FOR THE SUPPLY, MAINTENANCE AND REPAIRS OF TRANSFORMERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

C2.2 BILL OF QUANTITIES

C2.2 Bill of quantities

The quantities allocated in the Bill of quantities are for evaluation purposes only, therefore the allocation of work will be subject to the availability of the budget in the financial year.

Part C2.2: Pricing Schedule

SECTION A: Rates for Specialised Skill Activities <i>"Rate" shall include the cost of all required team members including use of workshop facilities, tools, Testing equipment, overhead & indirect expenses, subsistence and profit required to complete each specific activity.</i>					
Item	Activity Description	Unit	Estimate d Qty (A)	Rate (B)	Sub-Total (A*B)
A1	5MVa upto 40MVa Transformer Commissioning Tests, checks and maintain under normal operating condition				
A1.1	Full onsite Electrical IR (Insulation Resistance) per unit	each	1		
A1.2	Full onsite Mechanical test per unit	each	1		
A1.3	Windings TTR (Transformer Turn Ration) per unit Computer Aided Test Set Used per unit	each	1		
A1.4	Main Buchholz relay and auxiliary relay Elements per unit	each	1		
A1.5	Tap Change Buchholz relay and auxiliary relay Elements per unit	each	1		
A1.6	Main Oil temperature sensor relay and auxiliary relay element per unit	each	1		
A1.7	NEC/R Oil temperature sensor relay and auxiliary relay element	each	1		
A1.8	Winding temperature relay and auxiliary relay element per unit	each	1		
A1.9	Pressure relief valve relay & aux relay elements per unit	each	1		
A1.10	Differential Protection Scheme (Primary Injection) per scheme	each	1		
A1.11	Neutral Earthing Resistor, Computer Aided Test Set Used	each	1		
A1.12	Transformer Tap Changer Mechanism and Controller per unit	each	1		
A1.13	Transformer tap change panel single unit per scheme	each	1		
A1.14	Transformer tap change master follower scheme per scheme	each	1		
A1.15	Transformer Short Circuit (Taps, Min-Nominal- Max), Computer Aided Test Set Used per unit	each	1		
A1.16	Transformer Ratio Test (Taps, All), Computer Aided Test Set Used per	each	1		

A1.17	Transformer Open Circuit Test (Taps, All), Computer Aided Test Set Used per unit	each	1		
A1.18	Transformer Zero Sequence Test (Taps, Min- Nominal- Max), Computer Aided Test Set Used per unit	each	1		
A1.19	Transformer Sweep Frequency (Taps, Nominal), Computer Aided Test Set Used per unit	each	1		
A1.20	Transformer – Resistance & continuity of OLTC (Taps, All), Computer Aided Test Set Used per unit	each	1		
A1.21	Dielectric Test	each	1		
A1.22	Moisture (ppm) Test	each	1		
A1.23	Acidity (TAN) Test	each	1		
A1.24	Gas Test (%)	each	1		
A1.25	Polychlorinated Biphenyls (PCB) Test (Labels must be provided)	each	1		
A1.26	Transformer Solid Insulation (DP) Test	each	1		
A1.27	Virgin oil purification	Each	1		
A1.28	Regen oil purification	each	1		
A14	Earth Mat test Tests, checks and maintain normal operating				
A14.1	Earth Matt Test per matt	each	1		
A15	Data Sheet				
A15.1	Create Data Sheet, Breaker, Relay, CT, VT, Settings, Battery Charger, Function Testing, Ductor, Megger, etc. per unit	each	1		
SUB-TOTAL FOR SECTION A: Rates for Specialised Skill Activitiess. Carry Foward to summary table.					

SECTION B 1.2: Rates for Specialised Skill Activities

“Rate” shall include the cost of all required team members including use of workshop facilities, tools, Testing equipment, overhead & indirect expenses, subsistence and profit required to complete each specific activity.

Item	Activity Description	Unit	Estimate d Qty (A)	Rate (B)	Sub-Total (A*B)
B1	5MVa upto 40MVa Transformer Commissioning Tests, checks and maintain under emergency condition				
B1.1	Load equipment from from site				
B1.2	Offload ISO tank	each	1		
B1.3	Stripping of transformer	each	1		
B1.4	Remove conservator tank	each	1		
B1.5	Remove surge resisters	each	1		
B1.6	Remove bushings	each	1		
B1.7	Rigging of transformer	each	1		
B1.8	Remove radiators	each	1		
B1.9	Load transformer onto lowbed	each	1		
B1.10	Load spares onto crane truck	each	1		
B1.11	Transport all to workshop/repairer	each	1		
B1.12	Clean site & sign off	each	1		
B1.13	UNTANK AND INSPECT				
B1.14	Offload transformer	each	1		
B1.15	Remove inspection cover and disconnect tap changer harness	each	1		
B1.16	Untank of the transformer	each	1		
B1.17	Perform inspection and incoming tests	each	1		
B1.18	Inspect unit and provide report on condition	each	1		
SUB-TOTAL FOR SECTION A: Rates for Specialised Skill Activities. Carry Foward to summary table.					

SECTION C: Labour plus Material Rate Activities

1. **Material Rate** shall include the cost of direct and indirect materials as follows:

i. Cost of direct materials supplied and delivered to site including all incidentals necessary for the completion of the specific item of work plus the profit and VAT thereon.

ii. Cost of indirect materials in overhead costs, machinery operating expenses, Tools and Testing equipment necessary for the completion of the specific item of work plus the profit and VAT thereon.

2. **Labour Rate** shall include the cost of labour for Engineer, Project manager, Technician, Safety Officer, Supervisor, Artisan, Artisan assistant / Semi skilled and General worker, including profit required to complete the task covered by each specific item and VAT thereon.

Item	Activity Description	Unit	Estimate d Qty (A)	Material Rate (B)	Labour Rate (C)	Total (A*(B+C))
C1	Supply, Install and commissioning of new copper-copper winding units					
C1.1	Earthing of transformer structures	each	1			
C1.2	35mm ² Stay wire for earthing	each	1			
C1.3	35mm ² Stay wire terminations	each	1			
C1.4	1.8m Earth rods driven into ground	each	1			
C1.5	Earth resistance test per transformer	each	1			
C1.6	Transformer earth mat	each	1			
C1.7	Labeling UV resistant 400mm x 120mm	each	1			
	On Load Tap change transformer	each	1			
C1.8	132kV/22kV Transformer - 40 MVA	each	1			
C1.9	132kV/11kV Transformer - 40 MVA	each	1			
C1.10	22kV/11kV Transformer - 20 MVA	each	1			
	Off Load Tap Change transformer		1			
C1.11	22kV/11kV Transformer - 10 MVA	each	1			
C1.12	22kV/11kV Transformer - 5 MVA	each	1			
C1.13	22kV/6.6kV Transformer - 10MVA	each	1			
C1.14	22kV/6.6kV Transformer - 5 MVA	each	1			
C1.15	22kV/6.6kV Transformer - 2.5 MVA	each	1			
C1.16	132KV NEC NER AUX transformer unit	each	1			
C1.17	22KV NEC NER AUX transformer unit	each	1			
C1.18	11KV NEC NER AUX transformer unit	each	1			
C1.19	Virgin oil	ltr	1			
C1.20	Regen oil	ltr	1			
C1.21	Silica Gel	Each	1			
C1.22	Breather unit	Each	1			
C1.23	Winding temperature unit	Each	1			
C1.24	Oil temp and level unit	each	1			
SUB-TOTAL FOR SECTION A: Labour Plus Material Rates Activities. Carry fowrad to summary table.						

SECTION C: Transport.

i. "Rate" Applicable only on request by the GM: Energy.

D	Activity Description	Unit	Estimate d Qty (A)	Rate (B)	Sub-Total (A*B)
D4	Transport				
D4.1	LDV	Km	1		
D4.2	Petrol/Diesel Generator Lighting Mobile Plant	hour	1		
D4.3	6-8Ton Crane Truck site establishment	Km	1		
D4.4	6-8Ton Crane Truck rate per hour (Min 9hrs per day)	hour	1		
SUB-TOTAL FOR SECTION C: Rates for Hourly Labour, Transport and Other Allowances. Carry fowrad to summary table.					

	SUMMARY		
A	SUB-TOTAL FOR SECTION A: Rates for Specialized Skill Activities.		
B	SUB-TOTAL FOR SECTION B: Rates for Specialized Skill Activities		
C	SUB-TOTAL FOR SECTION C: Labour Plus Material Rates Activities.		
D	SUB-TOTAL FOR SECTION D: Transport		
	Sub-Total		
	10% Contingency		
	Sub Total		
	15% Vat		
Total (Carried forward to Form of			

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 55/2023

PANEL OF CONTRACTORS FOR THE SUPPLY, MAINTENANCE AND REPAIRS OF TRANSFORMERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

C3 SCOPE OF WORK

A GENERAL INFORMATION

Purpose

Emalahleni Local Municipality has an objective to maintain the public lighting infrastructure within its jurisdiction. In order to do this, the Municipality is requesting bids for the: PANEL OF CONTRACTORS FOR THE SUPPLY, MAINTENANCE AND REPAIRS OF TRANSFORMERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

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

Extent of the Works

The scope of work covers the municipal specifications of:

Transformers

The voltage levels at:	132, 22, 11, 6.6 and 0.4KV.
Transformation capacity at:	1, 5, 10, 20, 30, and 40MVA.
Transformer types:	Step up and stepdown.
Transformer cooling:	Oil immersed and Air forced systems.

- Supply and Installation of these distribution transformers
- Maintenance of existing of these distribution transformers
- Repairs of damaged and faulty of these distribution transformers
- Supply of spares for of these distribution transformers
- Upgrade and retrofitting of these distribution transformers
- Fault finding on these distribution transformers.

For maintenance the following activities must be covered:

1-month installation:

- In-depth inspection of transformer and cooling system; check for leaks and proper operation. Oil pumps load current, oil flow indicators, fans, etc.
- IR scan of transformer cooling system, bushings, and all wiring.
- Test all controls, relays, gauges; test alarms and annunciator points.
- Check with binoculars for cracks and chips; look for oil leaks and check oil levels;
- IR scan

6 months maintenance:

- Oil pumps load current, oil flow indicators, fans etc.
- Thermometers
- Heat exchangers
- Transformer tank

- Oil level gauges
- Pressure relief
- Inspect pressure relief for leaks and indication for operation (rod extension)
- test pressure gauge if transformer has nitrogen gasses over oil

12 months maintenance:

- Check diaphragm or bladder for leaks if there is a conservator.
- Buchholz relay
- Close physical inspection, cleaning/ waxing, and Doble testing, in addition to other listed inspections.
- And all specified electrical tests (TTR, IR, Dielectric, Frequency tests... etc.)
- And repeat all bi-annual maintenance.

For emergency situations the following activities must be covered:

- On site diagnostics
- Repair logistics where required

Restorations and mediations

CONTRACT SPECIFICATION

Administration specifications.

The project entails that the contractor adheres to all approved

- Supply chain policies.
- Municipal Safety Standards
- Municipal Electricity by-laws
- Municipal electrical contracts and standards
- National electricity standards SANAS standards.
- Management of all call outs and planned situations.
- Management of human resources.
- Management of environment and forestry standards.
- Compliance requirements (i.e. the issuing of certificates and drawings)

Technical Specifications

The contract entails that the contractor conforms to all approved:

- Municipal technical standards for distribution transformers.
- Municipal technical Specifications for distribution transformers
 - *As per the specified items in the BOQ.*
- Municipal technical and logistics resources.

Safety Specifications

The contract dictates that the contractor adheres to all approved:

- Occupational Health and Safety Standards as per the OHS act.
- Electricity Protective Personal Equipment.
- Compliance to environment and forestry safety standards.
- Tools of the trade.

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM

PANEL OF CONTRACTORS FOR THE SUPPLY, MAINTENANCE AND REPAIRS OF TRANSFORMERS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

C4 RELEVANT DOCUMENTATION

The following documents are attached hereto and form part of the Contract:

Annexure A - Health and Safety Specifications

HEALTH AND SAFETY SPECIFICATIONS

1. OH&S MANAGEMENT

Structure and Organization of OH&S Responsibilities

1.1.1. 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.

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-coordinator (General Administrative Regulation 9 (2))
- Form/Support work Supervisor (Construction Regulation 10(a))
- Batch Plant Supervisor (Construction Regulation 18(1))
- Stacking & Storage Supervisor (Construction Regulation 26(a))
- Fire Equipment Inspector (Construction Regulation 27(h))
- Electrical Installations, Machinery & Appliances Inspector (Construction Regulation 22)
- Excavations Supervisor (Construction Regulation 11(1))

- Demolition Supervisor (Construction Regulation 12(1))
- OH & S Officer (where necessary) (Construction Regulation 6(6))
- Person Responsible for Machinery (General Machinery Regulation 2)
- Emergency, Security and Fire Co-coordinator (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)
- Communication and Liaison

OH&S liaison between the Client, the Principal Contractor, the other Contractors, the Consulting Engineer and other concerned parties will be through the OH&S Committee as in 3.10.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S Committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Consulting Engineer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

1.3. 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:

- 1) Notification of Construction Work (Construction Regulation 3.)
- 2) Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- 3) Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- 4) Copy of health and safety plan (construction regulation 5 (1))
- 5) OH&S Programme agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1))
- 6) Designs/drawings (Construction Regulation 5 (8))
- 7) 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) 8) 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
- Batch Plant Inspections
- Arc & Gas Welding & Flame Cutting Equipment Inspections
- Construction Vehicles & Mobile Plant Inspections
- Electrical Installation and Machinery Inspections
- Fire Equipment Inspection & Maintenance
- First Aid
- Hazardous Chemical Substances
- Lifting Tackle and Equipment Inspections
- Inspection of Cranes
- Inspection of Ladders
- 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.

1.4. 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. 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")

Arrangements for Monitoring and Review

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.

Other Audits and Inspections by Client

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

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

1.6.3 Reports

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

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

- dies
- becomes unconscious
- loses a limb or part of a limb

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

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

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

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

1.6.4 Review

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

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

Site Rules and Other Restrictions

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.

1.7.2. 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.

1.8 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.

General Induction Training

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

Site Specific Induction Training

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

Other Training

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

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

OH&S TRAINING REQUIREMENTS: (AS REQUIRED BY THE CONSTRUCTION REGULATIONS AND AS INDICATED BY THE OH&S SPECIFICATION AND THE RISK ASSESSMENT/S):

- General Induction (Section 8 of the Act)
- Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- Site/Project Manager
- Construction Supervisor
- OH&S Representatives (Section 18 (3) of the Act)
- Training of the Appointees indicated in 3.1.1. & 3.1.2. above
- Operation of Cranes (Driven Machinery Regulations 18 (11))
- Operators and Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- Basic First Aid (General Safety Regulations 3)
- Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- Emergency, Security and Fire Co-coordinator

1.9. 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.

OH & S Representatives and Committees

Designation of OH&S Representatives

Where the Principal Contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S Representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S Representative is 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.

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.

1.10.3. 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:

- 1) Opening and welcome
- 2) Present/Apologies/Absent
- 3) Minutes of previous meeting
- 4) Matters arising from the previous minutes
- 5) OH&S Representatives Reports
- 6) Incident Reports & Investigations
- 7) Incident /Injury statistics
- 8) Other matters
- 9) Endorsement of Registers and the statutory documents by a representative of the Principal Contractor
- 10) Close/Next Meeting

PROJECT / SITE SPECIFIC REQUIREMENTS

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

SITE ESTABLISHMENT INCLUDING:

- Office/s
- Secure/safe storage for materials, plant & equipment
- Ablutions
- Sheltered eating area
- Maintenance workshop
- Vehicle access to the site
- Dealing with existing structures (NB: the existing pipeline is also a structure.)
- Location of existing services
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/Public Liability Exposures (NB: The Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)

HEALTH RISKS ARISING FROM NEIGHBOURING AS WELL AS OWN ACTIVITIES AND FROM THE ENVIRONMENT E.G. THREATS BY DOGS, BEES, SNAKES, LIGHTNING ETC.

- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet & cold conditions
- Dealing with HIV/Aids and other diseases
- Use of Portable Electrical Equipment including
- Angle grinder
- Electrical drilling machine
- Skill saw
- Excavations including

- Ground/soil conditions
- Trenching
- Shoring
- Drainage of trench
- Welding including
- Arc Welding
- Gas welding
- Flame cutting
- Use of LP gas torches and appliances
- Loading & offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving & operation of construction vehicles and mobile plant including
- Trenching machine
- Excavator
- Bomag roller
- Plate compactor
- Front end loader
- Mobile cranes and the ancillary lifting tackle
- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant
- Use and storage of flammable liquids and other hazardous substances

- Layering and bedding of trench floor
- Installation of pipes in trench
- Pressure testing of pipeline
- Installing heat shrink joint sleeves
- Backfilling of trench
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines
- As discovered by the Principal Contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site • As discovered from any accident/incident investigation.

Annexure 1: Safety Agreement

Annexure 2: Construction Occupational Health – Safety – Environment Audit System

Annexure 3: Guidelines for the development of a Health and Safety Plan.

Annexure 4: Guide to Risk Assessment

ANNEXURE 1

EMALAHLENI LOCAL MUNICIPALITY TENDER NO: ELM 11/2023

**PANEL OF CONTRACTORS FOR SUPPLY, MAINTENANCE AND REPAIR OF
PUBLIC INFRASTRUCTURE FOR A PERIOD OF 36 MONTHS– SAFETY
AGREEMENT**

**MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN: EMALAHLENI LOCAL
MUNICIPALITY (HEREINAFTER REFERRED TO AS THE CLIENT)**

herein represented by _____ in his capacity as _____
_____ of
the Client, he being duly authorized thereto and

_____ *(hereinafter referred to as the Mandatory)*
herein _____
represented by _____
in his capacity as _____ of the
Mandatory, he being duly authorized
thereto

WHEREAS:

The Client and the mandatory entered into a written, alternatively oral agreement on the... Day of
.....20 in terms of which the Mandatory undertook to carry
out the following work for the client, viz. (give a short description of the type of contract work to be
done as well as the address where work will be done)

_____ *(The said contract work is hereinafter referred to as the **Work**)*

The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.

Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Client as stipulated in section 37(1) of the Act.

The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

NOW THEREFOR THE PARTIES AGREE AS FOLLOWS

1. WRITTEN AGREEMENT

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

2. ACKNOWLEDGEMENT BY THE MANDATARY

The mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

3. UNDERTAKING BY MANDATARY

- (a) The Mandatory hereby undertakes and binds himself to the Client to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

4. PERSONAL PROTECTIVE EQUIPMENT

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of the Client is compulsory.
- (e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

5. FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

6. SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Mandatory without the written permission of the Client may use no equipment or tools that belong to the Client.

Except where agreed beforehand the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special case where the Client may lend equipment, tools or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies the Client against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

7. SERVICES AND WORKING METHODS

The written permission of the Chief Executive/Town Clerk of the Client shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Client before any equipment is connected to the electrical supply of the Client. All equipment shall be isolated before any equipment is connected to the electrical supply of the Client.

It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

8. EXCAVATIONS

Written permission for excavations shall be obtained from the City Engineer of the Client and the Mandatory shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Client and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Client.

9. RESTRICTION TO WORKPLACE

Employees of the Mandatory shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

10. SUBCONTRACTORS

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

11. OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Client is available for consultation and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Mandatory that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Client within forty eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a subcontractor when there is a non-compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or subcontractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12. FIRST AID

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an adequately equipped first-aid box that meets the following requirements:

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident. All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organizations:
 - A South-African Red Cross Society**
 - B St. John's Ambulance Foundation**
 - C South-African First-Aid League**

A notice indicating where the first-aid box is kept as well as the name of the person in charge shall be affixed in a conspicuous place. The first-aid facilities of the Client may be used during emergencies.

13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Client shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Client, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

14. COMPLETION OF WORK

Before the mandatory or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Client and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

15. SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Client, unless the contract specifically provides otherwise.

16. BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatory is warned that no behaviour that causes danger to their own employees, to the employees of the Client or general public will be tolerated. The Occupational Health and Safety Officer of the Client reserves the right of the withdrawal of any employees of the Mandatory or Client from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Client will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Client, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

17. INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Client. The Occupational Health and Safety Officer of the Client

reserves the right to the withdrawal of any employees of the Mandatory or Client from the premises in the case of any transgression of this nature.

18. CONFIDENTIALLY

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Client as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the Client and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Client in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Client upon completion of the work, or earlier, if so requested by the Client. The Mandatory shall inform the Client immediately should any such documents or sketches become lost.

19. INDEMNIFICATION BY THE MANDATORY

The following conditions will be applicable to the Mandatory:

- (a) The Mandatory is liable and herewith indemnifies the Client irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.
- (b) Whenever any of the employees of the Client is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the mandatory
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Client by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Client irrevocably and in full against any liability that may arise from such usage.

20. AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

21. JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

PARTICULARS OF THE MANDATORY

Name (Mandatory) _____

C.E.O. (Section 16(1)) _____

ID NO.: _____

Designation: _____

Name of Business _____

Address of Business:

Tel number (h) _____ (w) _____ e-m ail _____

Number of employees employed _____

Registration number as allocated to the Mandatory by the Workman's Compensation

Commissioner _____

Date allocated _____

Thus done and signed on this _____ day of _____ 20 _____

As witnesses:

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE MANDATORY

Thus done and signed on this _____ day of _____ 20 _____ As witnesses

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE CLIENT

Acknowledgement of receipt of the agreement:

THE MANDATORY

ANNEXURE 2
CONSTRUCTION OCCUPATIONAL HEALTH - SAFETY - ENVIRONMENT
AUDIT SYSTEM

(Based on the New Construction Regulations)

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

1. ADMINISTRATIVE & LEGAL REQUIREMENTS

•

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 3	*Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COLD Act Section 80	*Registration with Compels. 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	

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 7	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointee's competence available on Site 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 appointee's 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: <ul style="list-style-type: none"> - 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: <ul style="list-style-type: none"> - 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	

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 12	Suspended Scaffolding	Competent persons appointed in writing to: <ul style="list-style-type: none"> - 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 <ul style="list-style-type: none"> - after erection and before use - daily prior to use. Inspection register kept The following tests to be conducted by a competent person: <ul style="list-style-type: none"> - load test of whole installation and working parts every 12 months - 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	

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

Section/Regulation	Subject	Requirements	Yes/No
		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 F/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/ General Safety Regulation 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE	
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	
Section/Regulation	Subject	Requirements	Yes/No

Construction. Regulation 35/ Hazardous Chemical Substances (HCS)	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site	
Construction. Regulation 36/Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair	
Construction. Regulation 37	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site Record of Daily inspections kept	
Construction. Regulation 38/ General Safety Regulation 13D	*Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly 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.	

ANNEXURE 2

GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

1. PROJECT BACKGROUND

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

Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

2. FRAMEWORK FOR AN OCCUPATIONAL HEALTH AND SAFETY PLAN

2.1 INTRODUCTION

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

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

2.2 CONTENTS OF AN OCCUPATIONAL HEALTH AND SAFETY PLAN

2.2.1 Occupational Health and Safety Management Programme

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

2.2.2 Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- Arrangements for:
 - ✦ Regular liaison between parties on site
 - ✦ Consultation with the workforce
 - ✦ The exchange of design information between the Client, engineer, supervisors and contractors on site
 - ✦ Handling design changes during the project
 - ✦ Selection and control of contractors
 - ✦ The exchange of Occupational Health and Safety information between all contractors
 - ✦ Security

- ✦ Site induction and onsite training
- ✦ Facilities and first-aid
- ✦ The reporting and investigation of accidents and incidents
- ✦ The production and approval of risk assessments and method statements
- ✦ Site OH&S rules
- ✦ Fire and emergency procedures
- ✦ Reporting to the Client i.e. results of Occupational Health and Safety inspections, incident
- ✦ and incident investigations and committee meetings
- ✦ Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

2.2.3 Arrangements for controlling significant site risks

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

- **SAFETY RISKS**
- Services, including temporary electrical installations
- Preventing employees from falling into excavations, from trucks etc.
- Work with, on or near fragile materials
- Control of lifting operations
- The maintenance of plant and equipment
- Poor ground conditions
- Traffic routes and segregation of vehicles and pedestrians
- Storage of hazardous materials
- Dealing with existing unstable structures/land
- Accommodating adjacent land use
- Other significant safety risks as and when identified
- **HEALTH RISKS**
- Storage and use of hazardous chemical substances
- Dealing with contaminated land or material
- Manual handling
- Reducing noise and vibration
- Provision of adequate lighting
- Ventilation considerations
- Extreme heat and cold temperature considerations
- Dealing with HIV/Aids and other illnesses
- Provision of and maintaining ablution and eating facilities
- **Other significant health risks as and when identified**

2.2.4 Preparation of an Occupational Health and Safety Operational Reference

File/Manual

THE FOLLOWING ARE SOME OF THE REQUIREMENTS TO BE ADDRESSED:

- Layout, format and content requirements
- Arrangement for the collection and gathering of information
- Storage and archiving of all the information
- Copy to the Client at completion of project

SUGGESTED CONTENTS OF AN OH&S FILE/MANUAL

- OH&S Policy
- Notice of new project
- Site start-up
- Security measures
- Written designations & appointments
- Arrangements with contractors/mandatories
- OH&S rules and procedures
- Induction
- OH&S training
- OH&S promotion
- OH&S representatives
- OH&S committees
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment
- Workplace inspections and audits
- Investigation & reporting of incidents/accidents
- Mechanical safeguarding
- Electrical safeguarding
- Safeguarding against hazardous substances
- Lifting machinery & equipment
- Construction vehicles & mobile plant
- Welding, heating & flame cutting
- Excavations
- Protection of the environment affected by construction activities
- Keeping of records in terms of the OH&S Act (85 of 1993)

ANNEXURE 3

GUIDE TO RISK ASSESSMENT

1. HOW TO DO IT?

2. STEPS TO EFFECTIVE RISK ASSESSMENT

- | | |
|--------|--|
| Step 1 | : Identifying the hazards |
| Step 2 | : Aim to identify major hazards, don't waste time on the minor & detail |
| Step 3 | : Involve as many people as possible in the process especially those at risk |

- Step 4 : Gather all the information and analyse it
- Step 5 : Look at what actually occurs including non-routine operations
- Step 6 : Use a systematic approach to ensure all hazards are adequately addressed
- Step 7 : Assess the risks arising considering 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		CONSEQUENCES
A	Common	1 Fatality or permanent disability
B	Has Happened	2 Major injury
C	Could Happen	3 Average Lost Time Injury
D	Not Likely	4 Minor Injury
E	Practically impossible	5 Medical Treatment or less

		PROBABILITY				
		A	B	C	D	E
C O N S E Q U E N C E S	1	1	2	3	4	5
	2	2	3	4	5	6
	3	3	4	5	6	7
	4	4	5	6	7	8
	5	5	6	7	8	9

Risk Rating:

1 – 3 =	Serious	Immediate (within 1 week)
4 - 5 =	High	Within 1 month
6 – 7 =	Moderate	> 4 weeks
8 – 9 =	Acceptable	No action

ACTION

ANNEXURE B

Pro-forma agreement in terms of Occupational Health and Safety Act

PRO-FORMA AGREEMENT IN TERMS OF

1.

2. OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)

3.

NEW CONSTRUCTION SAFETY REGULATIONS

4. The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2003 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

5.

6. The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

7.

(a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.

8.

(b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.

9.

(c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.

10.

(d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.

11.

(e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.

12.

(f) Forward "safety meeting" minutes to the representative/Agent.

For the Employer: _____ Date: _____

Witnesses: (1): _____ (2): _____

For the Contractor: _____ Date: _____

ANNEXURE J

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the **contract**.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

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

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

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

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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

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

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

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

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

7. Performance 7.1 Within thirty (30) days of receipt of the notification of contract award, **security** the successful bidder shall furnish to the purchaser the performance

security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

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

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

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

- 10.2 Documents to be submitted by the supplier are specified in SCC.

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

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

- 13. Incidental** 13.1 The supplier may be required to provide any or all of the following **services** services, including additional services, if any, specified in SCC:

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

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

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

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

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

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

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

- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. **Payment** 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 in SCC.
17. **Prices** 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. **Contract** 18.1 No variation in or modification of the terms of the contract shall be **amendments** made except by written amendment signed by the parties concerned.
19. **Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. **Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. **Delays in the** 21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

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

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

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

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

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

According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

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

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28.1 Except in cases of criminal negligence or willful misconduct, and in
28. Limitation of liability 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) 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.

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

language shall also be written in English.

29.2 Applicable law The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.