



**EMALAHLENI  
LOCAL MUNICIPALITY**

**ELM 33/2020**

**FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND  
WITBANK DAM**

<p style="text-align: center;"><i>EMPLOYER:</i></p> <p style="text-align: center;"><b>Emalahleni Local Municipality</b> P.O Box 3 Witbank 1035</p> <p style="text-align: center;"><b>Municipal Manager</b> Tel No.: +27 (13) 690 6911 Fax No.: +27 (17) 690 6207 E-mail: <a href="mailto:maiselahs@emalahleni.gov.za">maiselahs@emalahleni.gov.za</a></p>	<p style="text-align: center;"><i>QUERIES:</i></p> <p style="text-align: center;"><b>Project Management Unit:</b> Mr ME Sedupane Tel No.: +27 (13) 690 6298 E-mail: <a href="mailto:sedupaneme@emalahleni.gov.za">sedupaneme@emalahleni.gov.za</a></p> <p style="text-align: center;"><b>Supply Chain Management</b> Tel No.: +27 (13) 690 6497/6484/6483 E-mail: <a href="mailto:masangonz@emalahleni.gov.za">masangonz@emalahleni.gov.za</a></p>
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*Tender Closing Date: 14 October 2020  
Wednesday at 11:00*

<b>TENDER PRICE</b>	
TOTAL COST (INCL. VAT)	: .....
AMOUNT IN WORDS	: .....

*Bidder's Details:*

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

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## **PART T1: TENDER PROCEDURES**

# EMALAHLENI LOCAL MUNICIPALITY



**BID NO: ELM 33/2020**

## **FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND WITBANK DAM**

### **T.1.1 Project Notice**

Bidders with contractor's CIDB grading 2SQ or higher and who are experienced contractors are hereby invited for the Fencing of Municipal Infrastructure at Aerodrome and Witbank Dam.

Bid documents will be obtainable from, **29 September 2020**, on the following websites [www.emalahleni.gov.za](http://www.emalahleni.gov.za) and [www.etender.gov.za](http://www.etender.gov.za).

**A compulsory briefing will not be conducted for this tender in order to prevent the spread of the Covid-19 virus through interactions. Bidders may send electronic mails for any enquiries related to this bid. Queries will be accepted until Friday, 9 October 2020.**

Bidders are to be completed in accordance with the bid conditions and rules contained in the bid documents and must be sealed in an envelope and externally endorsed with the ***Bid number, ELM 33/2020 and Fencing of Municipal Infrastructure at Aerodrome and Witbank Dam*** and be deposited in the tender box situated outside the Civic Centre at the Emalahleni Local Municipality Civic Centre in Mandela Street, eMalahleni not later than **11:00 on 14 October 2020**. The tenders will immediately be opened in public. **Bid shall remain valid for a period of 90 days from the closing date.**

Bidders attention is specifically drawn to the provision of the bid rules, which are included in the bid documents. The lowest or any bid will not necessarily be accepted. Emalahleni Local Municipality reserves the right not to consider any bid **not suitably endorsed or comprehensively completed**, as well as the right to accept bid in whole or part.

It is anticipated that this is categorized bid where the 80/20 preferential point system will be used in terms of the Preferential Procurement Policy of Emalahleni Local Municipality to evaluate bidders. Preference will be given to bidders who are B-BBEE Level 1 Contributors.

Technical queries may be directed to Mr M.E Sedupane (Project Management) at (013) 690 6298 and Mr L.D Nkosi (Acting Manager Supply Chain Management) at (013) 690 6502.

HS MAYISELA  
MUNICIPAL MANAGER

Civic Centre  
Mandela Street  
eMalahleni

P.O Box 3  
eMalahleni

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

Ref no	Question	ELM'S Requirement	Bidder's Response
		YES *	YES / NO
1	Have you initialled all the pages of the quotation document?		
2	Have you completed and signed the Returnable Schedules required		
3	Have you completed and signed the MBD 4 form - Declaration of Interest?		
4	Have you take note of the contents of par 5 of MBD 6.1 to substantiate your B-BBEE rating claims. Have you submitted an original, valid or certified copy of your Company's B-BBEE certificate to qualify for preference points?		
5	Have you completed and signed the following form: - MBD 7.2 Form - Contract Form for rendering of Services?		
6	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?		
7	Have you completed/ signed and submitted the following Schedules /documents: - Execution Programme - Contractor's Health & Safety Declaration - Contractor's Safety Plan - Pro-Forma Notification form i.t.o Occupational & Safety Act 1993,Construction Regulations 2003		
8	Have you completed the Form of Offer (C1.1) in WORDS as well as in FIGURES?		
9	Have you completed and signed Part 2 of C 1.2 (Contract Data)?		
10	Have you completed and signed the Pro-forma: OHS Mandatory Form?		
11	Have you completed and signed the Bill of Quantities as well as C 2.3 Day work Schedule?		
12	Do you understand the Scope of Work that includes the Standard Specifications / Project Specifications and Particular Specifications?		
13	Have you completed the MBD 1 form and carried over your quoted price (Vat inclusive) to Form of offer (C 1.1)?		
14	Is the Company registered with the Construction Industry Development Board (CIDB) in terms of the category required in this Specification? Have you submit a copy of your CIDB Certificate?		

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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



**BID NO: ELM 33/2020**

**FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND  
WITBANK DAM**

<b>T1.2 TENDER DATA</b>
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CLAUSE NUMBER	
	<p>The Conditions of Quotation is the Standard Conditions of Quotation as contained in Annex F of CIDB Standard Uniformity in Construction Procurement. (See <a href="http://www.cidb.org.za">www.cidb.org.za</a>) which are reproduced without amendment or alteration for the convenience of bidders in this Quotation in the section T1.3 of the Quotation Data.</p> <p>The Standard Conditions of tender for procurement makes several references to the tender data for details that apply specifically to this bid. The quotation data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of quotation for procurement other than disposals.</p> <p>Each item of data given below is cross-referenced to the relevant clause in the above mentioned Standard Conditions of Quotation.</p>
F1.1	The employer is the <b>Emalahleni Local Municipality</b>
F1.2	<p>The single volume approach is adopted for this contract.</p> <p>The list of Returnable Documents identifies which of the documents a bidder must complete when submitting a quotation offer. The bidder must submit his quotation offer by completing the Returnable Documents including the fully priced Pricing Schedule, signing the “Offer” section in the “Form of Offer and Acceptance” and delivering the single volume procurement document back to the <b>Emalahleni Local Municipality</b> bound up as it was when it was received.</p> <p>The quotation documents issued by the Employer comprise of the following:</p> <p><b>TENDER</b>  <b>Part T1: Tender procedures</b>  T1.1 - Tender data  T1.2 – Standard Conditions of Quotation  Part T2: Returnable documents  T2.1- List of returnable documents  T2.2 - Returnable schedules</p> <p><b>CONTRACT</b>  Part C1: Agreements and contract data  C1.1 Form of offer and acceptance  C1.2 Contract data</p> <p>Part C2: Pricing Schedule  C2.1 Pricing Instructions  C2.2 Pricing Schedule</p> <p>Part C3: Scope of work  C3 Scope of work</p> <p>Part C4: Site information</p>
F1.4	<p>The employer's agent is:  Name: HUMPREY SIZWE MAYISELA  Capacity: <b>MUNICIPAL MANAGER</b>  Address: <b>Emalahleni Local Municipality</b>  P.O. Box 3, eMalahleni, 1035  Tel: (013) 690 6911  Fax: (013) 690 6207  E-mail: maiselabs@emalahleni.gov.za</p>
F.1.5	<p><u>The Employer's right to accept or reject any quotation offer:</u></p> <p>The Employer is not obliged to accept the lowest or any quotation offer.</p>
	A competitive negotiation procedure will not be followed



	<p><u>Eligibility</u></p> <p>A Bidder will not be eligible to submit a quotation if:</p> <ul style="list-style-type: none"> <li>• The Contractor submitting the quotation is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;</li> <li>• The Bidder does not have the legal capacity to enter into the contract;</li> <li>• The Contractor submitting the quotation is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;</li> <li>• The Bidder does not comply with the legal requirements stated in the Employer's procurement policy;</li> <li>• The Bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;</li> <li>• The Bidder cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the working the contract;</li> <li>• Only those bidders who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit quotations;</li> <li>• Only those bidders who are registered with the CIDB as defined in the Regulations 09 June 2004 and 22 July 2005), in terms of the CIDB Act No 38 of 2000, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum quoted for a 2SQ or higher class of construction work, are eligible to submit quotations.</li> </ul> <p>Joint ventures are eligible to submit quotations provided that:</p> <ul style="list-style-type: none"> <li>(a) every member of the joint venture is registered with the CIDB;</li> <li>(b) the lead partner has a contractor grading designation in the SQ and SQ PE class of construction work; and</li> <li>(c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum quoted for a SQ class of construction work</li> </ul>
	<p>Site visit and clarification meeting</p> <p>as indicated in the tender notice.</p> <p>Bidders must sign the attendance list in name of the quoting entity. Addenda will be issued and quotations will be received only from those quoting entities appearing on the attendance list.</p>
	<p>The closing time for submission of quotation offers is as indicated in the tender notice.</p>
	<p><u>Pricing the bid offer:</u></p> <p><u>Value Added Tax</u></p> <ul style="list-style-type: none"> <li>• The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation.</li> <li>• The successful Bidder shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued.</li> <li>• • Payment of VAT to non-VAT vendors shall be processed from the month in which the Bidder's liability with the South African Revenue Services is effective.</li> </ul>
	<p><u>Alterations to document</u></p> <p>A bid offer shall not be considered if alterations have been made to the forms of bid data or contract data (unless such alterations have been duly authenticated by the Bidder) or if any particulars required therein have not been completed in all respects.</p>

	<p><u>Alternative bid offers</u></p> <p>If bidder wishes to submit an alternative quotation offer, the only criteria permitted for such alternative quotation offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative quotation offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p>
	Additional copies of the bid offer will not be required.
	<p>The employer's address for delivery of bid offers and identification details to be shown on such bid offer package are:</p> <p>Location of tender box situated outside the Civic Centre at the Emalahleni Local Municipality Centre in Mandela Street, eMalahleni</p> <p><u>Identification details:</u> As indicated in the quotation notice</p>
	A two-envelope procedure will not be followed.
	The site of works is located at various places in eMalahleni Local Municipality.
F2.22	<p><u>Return of other documents</u></p> <p>All retained bid documents must be returned within 28 days after the expiry of the validity period.</p>
F2.23	<p><u>Certificates</u></p> <p>The bidder is required to submit with his quotation.</p> <ol style="list-style-type: none"> <li>1. A Certificate of Contractor Registration issued by the Construction Industry Development Board; and</li> </ol>
F23.2	<p>The location for opening of the bid offers, immediately after the closing time thereof shall be at:</p> <p><b>Time: 11h00, Wednesday 14 October 2020</b></p> <p><b>Location: Tender box outside the Civic Centre at the Emalahleni Local Municipality Centre</b></p>
	<p>The procedure for the evaluation of responsive quotations is Method.</p> <p>The total number of bid evaluation points for preferences to may be claimed is indicated in MBD 6.1.</p>

F3.13.1	<p>Bid offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>(a) the bid offer is signed by a person authorised to sign on behalf of the Bidder;</li> <li>(b) the bidder's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, is included with his quotation submission;</li> <li>(c) a bidder who submitted a quotation as a Joint Venture has included an acceptable Joint Venture Agreement with his quotation;</li> <li>(d) the bidder or a competent authorised representative of the contractor who submitted the quotation has attended the compulsory clarification meeting or site inspection;</li> <li>(e) the contractor who submits the quotation has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIDB Regulations 2003 promulgated in terms of the Act, or if the contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of quotations;</li> <li>(f) the bidder or any of its principals is not listed on the register of Quotation Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>(g) the bidder has not abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect;</li> <li>(h) the bidder or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the quotation submission.</li> <li>(i) the employer is satisfied that the bidder or any of his principals have not influenced the quotation offer and acceptance by the following criteria: <ul style="list-style-type: none"> <li>i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;</li> <li>ii) having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;</li> <li>iii) having approached an officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the bidder's favour;</li> <li>iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from quoting for this Contract or as to the amount of the quotation to be submitted by either party;</li> <li>v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed quotation;</li> <li>vi) the employer may, in addition to using any other legal remedies, repudiate the quotation offer and acceptance and declare the Contract invalid should it have been concluded already.</li> </ul> </li> </ul>
F3.17	<p>The number of paper copies of the signed Contract to be provided by the Employer is one.</p>

# EMALAHLENI LOCAL MUNICIPALITY



**BID NO: ELM 33/2020**

## **FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND WITBANK DAM**

### **T1.3 STANDARD CONDITION OF TENDER**

#### **T1.3: STANDARD CONDITIONS OF QUOTATION/TENDER**

**CIDB STANDARD CONDITIONS OF QUOTATION** (January 2009 edition) as published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 12 of 2009 in Government Gazette No 31823 of 30 January 2009.

#### **F.1 GENERAL**

##### **F.1.1 Actions**

**F.1.1.1** The employer and each bidder submitting a quotation offer shall comply with these conditions of quotation. In their dealings with each other, they shall discharge their duties and obligations as set out in **F.2** and **F.3**, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

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

Note:

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

**F.1.1.3** The employer shall not seek and a bidder shall not submit a bid without having a firm intention and the capacity to proceed with the contract.

### **F.1.2 Quotation Documents**

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

### **F.1.3 Interpretation**

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

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

**F.1.3.3** For the purposes of these conditions of bid, the following definitions apply:

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

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

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

**F.1.5** The employer's right to accept or reject any quotation offer

**F.1.5.1** The employer may accept or reject any variation, deviation, quotation offer, or alternative quotation offer, and may cancel the quotation process and reject all quotation offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a bidder

for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

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

## **F.1.6 Procurement procedures**

### **F.1.6.1 General**

Unless otherwise stated in the quotation data, a contract will, subject to **F.3.13**, be concluded with the bidder who in terms of **F.3.11** is the highest ranked or the bidder scoring the highest number of quotation evaluation points, as relevant, based on the quotation submissions that are received at the closing time for quotations.

### **F.1.6.2 Competitive negotiation procedure**

#### **F.1.6.2.1**

Where the quotation data require that the competitive negotiation procedure is to be followed, bidders shall submit quotation offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the bidders who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of bidders shall not apply.

#### **F.1.6.2.2**

All responsive bidders, or not less than three responsive bidders that are highest ranked in terms of the evaluation method and evaluation criteria stated in the quotation data, may be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that quotations be clarified, specified and fine-tuned in order to improve a bidder's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

#### **F.1.6.2.3**

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

#### **F.1.6.2.4**

The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after bidders have been requested to submit their best and final offer.

### **F.1.6.3 Proposal procedure using the two stage-system**

#### **F.1.6.3.1 Option 1**

Bidders shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the quotation data, and in the second stage negotiate a contract with the bidder scoring the highest number of evaluation points and award the contract in terms of these conditions of quotation.

#### **F.1.6.3.2 Option 2**

##### **F.1.6.3.2.1**

Bidders shall submit in the first stage only technical proposals. The employer shall invite all responsive bidders to submit quotation offers in the second stage, following the issuing of procurement documents.

##### **F.1.6.3.2.2**

The employer shall evaluate quotations received during the second stage in terms of the method of evaluation stated in the quotation data, and award the contract in terms of these conditions of quotation.

### **F.2 BIDDER'S OBLIGATIONS**

#### **F.2.1 Eligibility**

##### **F.2.1.1**

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

##### **F.2.1.2**

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

#### **F.2.2 Cost of quoting**

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

#### **F.2.3 Check documents**

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

#### **F.2.4 Confidentiality and copyright of documents**

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

#### **F.2.5 Reference documents**

Obtain, as necessary for submitting a quotation 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 quotation documents by reference.

#### **F.2.6 Acknowledge addenda**

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

#### **F.2.7 Clarification meeting**

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

#### **F.2.8 Seek clarification**

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

#### **F.2.9 Insurance**

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

#### **F.2.10 Pricing the quotation offer**

##### **F.2.10.1**

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

##### **F.2.10.2**

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

##### **F.2.10.3**

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

##### **F.2.10.4**

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

#### **F.2.11 Alterations to documents**

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

#### **F.2.12 Alternative quotation offers**

##### **F.2.12.1**

Unless otherwise stated in the quotation data, submit alternative quotation offers only if a main quotation offer, strictly in accordance with all the requirements of the quotation documents, is also submitted as well as a schedule that compares the requirements of the quotation documents with the alternative requirements that are proposed.

##### **F.2.12.2**

Accept that an alternative quotation offer may be based only on the criteria stated in the quotation data or criteria otherwise acceptable to the employer.



## **F.2.13 Submitting a quotation offer**

### **F.2.13.1**

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

### **F.2.13.2**

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

### **F.2.13.3**

Submit the parts of the quotation offer communicated on paper as an original plus the number of copies stated in the quotation data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

### **F.2.13.4**

Sign the original and all copies of the quotation offer where required in terms of the quotation data. The employer will hold all authorized signatories liable on behalf of the bidder. Signatories for bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the quotation offer.

### **F.2.13.5**

Seal the original and each copy of the quotation offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the quotation data, as well as the bidder's name and contact address.

### **F.2.13.6**

Where a two-envelope system is required in terms of the quotation data, place and seal the returnable documents listed in the quotation data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the quotation data, as well as the bidder's name and contact address.

### **F.2.13.7**

Seal the original quotation offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the quotation data.

### **F.2.13.8**

Accept that the employer will not assume any responsibility for the misplacement or premature opening of the quotation offer if the outer package is not sealed and marked as stated.

### **F.2.13.9**

Accept that quotation offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the quotation data.

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

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

## **F.2.15 Closing time**

### **F.2.15.1**

Ensure that the employer receives the quotation offer at the address specified in the quotation data not later than the closing time stated in the quotation data. Accept that proof of posting shall not be accepted as proof of delivery.

### **F.2.15.2**

Accept that, if the employer extends the closing time stated in the quotation data for any reason, the requirements of these conditions of quotation apply equally to the extended deadline.

## **F.2.16 Quotation offer validity**

### **F.2.16.1**

Hold the quotation offer(s) valid for acceptance by the employer at any time during the validity period (not less than 90 days) stated in the quotation data after the closing time stated in the quotation data.

### **F.2.16.2**

If requested by the employer, consider extending the validity period stated in the quotation data for an agreed additional period with or without any conditions attached to such extension.

### **F.2.16.3**

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

### **F.2.16.4**

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

## **F.2.17 Clarification of quotation offer after submission**

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

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred bidder following a competitive selection process, should the Employer elect to do so.

## **F.2.18 Provide other material**

### **F.2.18.1**

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

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

#### **F.2.19 Inspections, tests and analysis**

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

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

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

#### **F.2.21 Check final draft**

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

#### **F.2.22 Return of other quotation documents**

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

#### **F.2.23 Certificates**

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

### **F.3 THE EMPLOYER'S UNDERTAKINGS**

#### **F.3.1 Respond to requests from the bidder**

##### **F.3.1.1**

Unless otherwise stated in the Quotation Data, respond to a request for clarification received up to five working days before the quotation closing time stated in the Quotation Data and notify all bidders who drew procurement documents.

##### **F.3.1.2**

Consider any request to make a material change in the capabilities or formation of the quoting entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a bidder to submit a quotation offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

#### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the quotation documents to each bidder during the period from the date that quotation documents are available until three days before the quotation closing time stated in the Quotation Data. If, as a result a bidder applies for an extension to the closing time stated in the Quotation Data, the Employer may grant such extension and, shall then notify all bidders who drew documents.

### **F.3.3 Return late quotation offers**

Return quotation offers received after the closing time stated in the Quotation Data, unopened, (unless it is necessary to open a quotation submission to obtain a forwarding address), to the bidder concerned.

### **F.3.4 Opening of quotation submissions**

#### **F.3.4.1**

Unless the two-envelope system is to be followed, open valid quotation submissions in the presence of bidders' agents who choose to attend at the time and place stated in the quotation data. Quotation submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

#### **F.3.4.2**

Announce at the meeting held immediately after the opening of quotation submissions, at a venue indicated in the quotation data, the name of each bidder whose quotation offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main quotation offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

### **F.3.5 Two-envelope system**

#### **F.3.5.1**

Where stated in the quotation data that a two-envelope system is to be followed, open only the technical proposal of valid quotations in the presence of bidders' agents who choose to attend at the time and place stated in the quotation data and announce the name of each bidder whose technical proposal is opened.

#### **F.3.5.2**

Evaluate the quality of the technical proposals offered by bidders, then advise bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of bidders, who score in the quality evaluation more than the minimum number of points for quality stated in the quotation data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum number of points for quality.

### **F.3.6 Non-disclosure**

Not disclose to bidders, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of quotation offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful bidder.

### **F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a bidder to influence the processing of quotation offers and instantly disqualify a bidder (and his quotation offer) if it is established that he engaged in corrupt or fraudulent practices.

### **F.3.8 Test for responsiveness**

#### **F.3.8.1**

Determine, after opening and before detailed evaluation, whether each quotation offer properly received:

- a) complies with the requirements of these Conditions of Quotation;
- b) has been properly and fully completed and signed; and
- c) is responsive to the other requirements of the quotation documents.

#### **F.3.8.2**

A responsive quotation is one that conforms to all the terms, conditions, and specifications of the quotation documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work;
- b) significantly change the Employer's or the bidder's risks and responsibilities under the contract, or
- c) affect the competitive position of other bidders presenting responsive quotations, if it were to be rectified.

Reject a non-responsive quotation offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **F.3.9 Arithmetical errors, omissions and discrepancies**

#### **F.3.9.1**

Check responsive quotations for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

#### **F.3.9.2**

Check the highest ranked quotation or bidder with the highest number of quotation evaluation points after the evaluation of quotation offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

#### **F.3.9.3**

Notify the bidder of all errors or omissions that are identified in the quotation offer and invite the bidder to either confirm the quotation offer as quoted or accept the corrected total of prices.

#### **F.3.9.4 Where the bidder elects to confirm the quotation offer as quoted, correct the errors as follows:**

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices

shall govern and the bidder will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the quoted total of the prices.

#### **F.3.10 Clarification of a quotation offer**

Obtain clarification from a bidder on any matter that could give rise to ambiguity in a contract arising from the quotation offer.

### **F.3.11 EVALUATION OF QUOTATION OFFERS**

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive quotation offer to a comparative offer and evaluate them using the quotation evaluation methods and associated evaluation criteria and weightings that are specified in the quotation data.

#### **F.3.11.2 Method 1: Financial offer**

In the case of a financial offer:

- a) Rank quotation offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all bidders should there be compelling and justifiable reasons not to recommend the highest ranked bidder and recommend the highest ranked bidder, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

#### **F.3.11.3 Methods 2: Financial offer and preference**

In the case of a financial offer and preferences:

- a) Score each quotation in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of quotation evaluation points (TEV) in accordance with the following formula:

$$\text{TEV} = \text{NFO} + \text{NP}$$

where: NFO is the number of quotation evaluation points awarded for the financial offer made in accordance with F.3.11.7;

Np is the number of quotation evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- d) Rank quotation offers from the highest number of quotation evaluation points to the lowest.
- d) Recommend the bidder with the highest number of quotation evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Re-score and re-rank all bidders should there be compelling and justifiable reasons not to recommend the bidder with the highest number of quotation evaluation points, and recommend the bidder with the highest number of quotation evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated

#### **F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each quotation in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all quotation offers that fail to score the minimum number of points for quality stated in the quotation data, if any.
- b) Calculate the total number of quotation evaluation points (TEV) in accordance with the following formula:

$$\text{TEV} = \text{NFO} + \text{NQ}$$

where: NFO is the number of quotation evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NP is the number of quotation evaluation points awarded for preferences claimed in accordance with F.3.11.8.

NQ is the number of quotation evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank quotation offers from the highest number of quotation evaluation points to the lowest.
- d) Recommend bidder with the highest number of quotation evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Re-score and re-rank all bidders should there be compelling and justifiable reasons not to recommend the bidder with the highest number of quotation evaluation points and recommend the bidder with the highest number of quotation evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

#### **F.3.11.5 Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a) Score each quotation in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all quotation offers that fail to score the minimum number of points for quality stated in the quotation data, if any.
- b) Calculate the total number of quotation evaluation points (TEV) in accordance with the following formula, unless otherwise stated in the Quotation Data:

$$\text{TEV} = \text{NFO} + \text{NP} + \text{NQ}$$

where: NFO is the number of quotation evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NP is the number of quotation evaluation points awarded for preferences claimed in accordance with F.3.11.8.

NQ is the number of quotation evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank quotation offers from the highest number of quotation evaluation points to the lowest.
- d) Recommend the bidder with the highest number of quotation evaluation points for the award

- e) Re-score and re-rank all bidders should there be compelling and justifiable reasons not to recommend the bidder with the highest number of quotation evaluation points and recommend the bidder with the highest number of quotation evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

#### **F.3.11.6 Decimal places**

Score financial offers, preferences and quality, as relevant, to two decimal places.

#### **F.3.11.7 Scoring Financial Offers**

Score the financial offers of remaining responsive quotation offers using the following formula:

$$NFO = W1 \times A$$

where: NFO is the number of quotation evaluation points awarded for the financial offer.

W1 is the maximum possible number of quotation evaluation points awarded for the financial offer as stated in the Quotation Data.

A is a number calculated using either formulas 1 or 2 below as stated in the Quotation Data.

<b>Formula</b>	<b>Comparison aimed at achieving</b>	<b>Option 1</b>	<b>Option 2</b>
1	Highest price or discount	$A = 1 + \frac{(P - P_m)}{P_m}$	$A = \frac{P_m}{P}$
2	Lowest price or percentage commission /fee	$A = 1 - \frac{(P - P_m)}{P_m}$	$A = \frac{P_m}{P}$
P <sub>m</sub> = the comparative offer of the most favourable quotation offer. P = the comparative offer of quotation offer under consideration			

#### **F.3.11.8 Scoring preferences**

Confirm that bidders are eligible for the preferences claimed in accordance with the provisions of the quotation data and reject all claims for preferences where bidders are not eligible for such preferences.

Calculate the total number of quotation evaluation points for preferences claimed in accordance with the provisions of the quotation data.

#### **F.3.11.9 Scoring quality**

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Quotation Data.

Calculate the total number of quotation evaluation points for quality using the following formula:

$$NQ = W2 \times SQ/MS$$

where: SQ is the score for quality allocated to the submission under consideration;

MS is the maximum possible score for quality in respect of a submission; and

W2 is the maximum possible number of quotation evaluation points awarded for the quality as stated in the quotation data

#### **F.3.12 Insurance provided by the employer**

If requested by the proposed successful bidder, submit for the bidder's information the policies



and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

#### **F.3.13 Acceptance of quotation offer**

Accept the quotation offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the bidder:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the quotation data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### **F.3.14 Prepare contract documents**

##### **F.3.14.1**

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the quotation documents to take account of:

- a) addenda issued during the quotation period;
- b) inclusion of some of the returnable documents; and
- c) other revisions agreed between the employer and the successful bidder.

##### **F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

#### **F.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

#### **F.3.16 Notice to unsuccessful bidders**

##### **F.3.16.1**

Notify the successful bidder of the employer's acceptance of his quotation offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the quotation data, or agreed additional period.

##### **F.3.16.2**

After the successful bidder has been notified of the employer's acceptance of the quotation, notify other bidders that their quotation offers have not been accepted.

##### **F.3.16.3** Unsuccessful forms / documents will be disposed of after 24 months.

**F.3.17 Provide copies of the contracts**

Provide to the successful bidder the number of copies stated in the Quotation Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**F.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to bidders for any action that is taken in applying these conditions of quotation, but withhold information, which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of bidders or might prejudice fair competition between bidders.

## **PART T2: RETURNABLE DOCUMENTS**



**BID NO: ELM 33/2020**

**FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND  
WITBANK DAM**

<b>T 2.1: LIST OF RETURNABLE DOCUMENTS</b>
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T2.2.1 Returnable schedules required for tender evaluation purposes:

Schedule 1: Certificate of Attendance at Site Visit

Schedule 2: Certificate for Authority of Signatory

Schedule 3: Experience of Bidder

Schedule 4: Alterations by Bidder

Schedule 5: Compulsory Enterprise Questionnaire

T2.2.2 Compulsory Municipal Bid Documents

MBD 2: B-BBEE

MBD 4: Declaration of Interest

MBD 6.1: Preference Certificate

MBD 7.2 Contract for rendering services

MBD 8: Declaration of Bidder's past Supply Chain Management Practices

MBD 9: Certificate of Independent Bid Determination

T2.2.3 Other schedule and documents that will be incorporated into the contract:

- Form of offer and acceptance
- Form of Intent to provide a Performance Guarantee
- Execution Programme
- Contractor's Health and Safety Declaration
- Contractor's Safety Plan
- Pro Forma Notification form in terms of the Occupational Health and Safety act 1993,
- Construction Regulations 2003
- Schedule 6: Copy of the Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)

**BID NO: ELM 33/2020**

**FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND  
WITBANK DAM**

**T2.2.1: RETURNABLE SCHEDULES REQUIRED FOR TENDER  
EVALUATION PURPOSES**

**BID REQUIREMENTS**

- Price(s) quoted must be valid for a period of at least a year from the closing date.
- Late bids will not be accepted. Please note that bids are late if they are received at the address given in the invitation after the closing date and time and will be returned unopened.
- All bid prices must be quoted in South African currency and must **EXCLUDE** VAT but have to **INCLUDE** all other costs.
- Manufacture and or suppliers must choose between supply
- **All relevant documents attached to this bid must be completed and signed in ink by a duly authorised official. Failure to do so will invalidate the document.**
- **All goods must be SABS approved.**

1	Completed Original Bid Document – <b>Compliance</b>
2	Completed and signed Form of Offer inclusive of VAT especially the word – <b>Compliance</b>
3	Authority of signatory – <b>Compliance</b>
4	Proof of registration on the Central Suppliers Database (CSD) of the National Treasury – <b>Compliance</b>
5	CIDB Certificate or Number stating an active status of SQ OR Higher - <b>Compliance</b>
6	Joint Venture Agreement in case of a Joint Venture signed by both parties – <b>Compliance</b>
7	Municipal water and lights statement or written confirmation that municipal rates and taxes and municipal service charges of the prospective bidder and directors of the business are not in arrears from the relevant municipality for more than 90 days or lease agreement in the case of rental of property– <b>Compliance</b>
8	Financial References and Bank Details Statement – <b>Compliance</b>
9	Preference will be given to bidders who are B-BBEE Level 1 Contributors – <b>Compliance</b>
10	Certified valid B-BBEE certificate (non-compulsory failure to submit no points will be awarded) – <b>Evaluation</b>
11	Schedule of previous contracts completed – <b>Evaluation</b>
12	Schedule of current projects – <b>Evaluation</b>
13	Schedule of construction plant and Equipment – <b>Evaluation</b>

14	Record of Addenda to the Tender Document – <b>Evaluation</b>
15	Schedule of Personnel – <b>Evaluation</b>
16	Schedule of Subcontractors – <b>Evaluation</b>
17	Attendance at the Clarification Meeting – <b>Compliance</b>
18	Proposed Amendments and Qualifications – <b>Evaluation</b>
19	Business Profile – <b>Evaluation</b>
20	Source of Material – <b>Evaluation</b>

**SCHEDULE 1: CERTIFICATE OF ATTENDANCE AT SITE VISIT**

This is to certify that I, .....(Name)

Duly authorized representative of .....(Tenderer)

Address: .....

Date: .....

Visited the site on .....(date) in the presence of .....  
(Engineer)

I have made myself familiar with the site and all the local conditions likely to influence the work and the cost thereof.

I further certify that I am satisfied with the description of work and explanations given by the said Engineer and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

.....

REPRESENTATIVE OF EMPLOYER

.....

REPRESENTATIVE OF TENDERER

## **SCHEDULE 2: CERTIFICATE FOR AUTHORITY OF SIGNATORY**

Signatories for Companies must establish their authority by attaching a copy of the relevant Resolution of the Board of Directors, duly signed and dated, to this form.

AN EXAMPLE IS SHOWN BELOW:

"By Resolution of the Board of Directors at a meeting on

.....

.....2020

Mr.....

has been duly authorized to sign all documents in connection with the Quotation on behalf  
of (Block capitals)

.....

SIGNED ON BEHALF OF COMPANY

.....

IN HIS CAPACITY AS

.....

SIGNATURE OF SIGNATORY

.....



### **SCHEDULE 3: EXPERIENCE OF BIDDER**

The following is a statement of major works of a similar nature successfully executed by myself/ourselves (see Clause F.2.1(e) of the Quotation Data).

Employer	Nature of work	Value of work	Year completed

Signed on behalf

Date: ..... of the Bidder: .....

#### **SCHEDULE 4: ALTERATIONS BY BIDDER**

Should the Bidder desire to make any departures from or modifications to the General Conditions of Contract, Contract Specific Data, Specifications, Bill of Quantities or Drawings, or to qualify his quotation in any way, he must set out his proposals clearly hereunder, or alternatively state them in a covering letter attached to his quotation and referred to hereunder, failing which the quotation will be deemed to be unqualified.

If no departure or modifications are desired, the schedule hereunder must be marked "NIL", and signed by the Bidder.

Clause or Item	Proposed alterations

Signed on behalf

Date: ..... of the Bidder: .....

## SCHEDULE 5: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

**Section 1:** Name of enterprise: .....

**Section 2:** VAT registration number, if any: .....

**Section 3:** CIDB registration number, if any:.....

**Section 4:** Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal Income tax number*

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 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 or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

<input type="checkbox"/>	A member of any municipal council	<input type="checkbox"/>	A 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)
<input type="checkbox"/>	A member of any provincial legislation	<input type="checkbox"/>	A member of an accounting authority of any national or provincial public entity
<input type="checkbox"/>	A member of the National Assembly or the National Council of Province	<input type="checkbox"/>	A employee of Parliament or a provincial legislature
<input type="checkbox"/>	A member of the board of directors of any municipal entity	<input type="checkbox"/>	An official of any municipality or municipal entity

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service	
		Current	Within last 12 Months

**Section 7: Records of spouses, children and parents in the service of the state**

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

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service	
		Current	Within last 12 Months

\* insert separate page if necessary

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Quotation Defaulters established

in terms of the Prevention and Combating of Corrupt Activities Act of 2004.

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of frauds or corruption;

iv) confirms that I / we are not associated, linked or involved with any other quoting entities submitting quotation offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that may cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Enterprise Name: \_\_\_\_\_

**SCHEDULE 6: COPY OF WORKMENS' COMPENSATION REGISTRATION**  
**CERTIFICATE (OR PROOF OF PAYMENT OF CONTRIBUTIONS IN TERM SOF THE**  
**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT NO. 130 OF**  
**1993)**

[A Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here]



**BID NO: ELM 33/2020**  
**FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND**  
**WITBANK DAM**

**T2.2.2 COMPULSORY MUNICIPAL BIDDING**  
**DOCUMENTS**

**MBD 1 - INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMALAHLENI LOCAL MUNICIPALITY**

BID NUMBER:	ELM 33/2020	CLOSING DATE:	14 OCTOBER 2020	CLOSING TIME:	11:00
DESCRIPTION	FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND WITBANK DAM				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT

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

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:**

DEPARTMENT	SCM	CONTACT PERSON	MR ME SEDUOANE
CONTACT PERSON	MS ZINHLE MOROKU	TELEPHONE NUMBER	(013) 690 6298
TELEPHONE NUMBER	(013) 690 6497	FACSIMILE NUMBER	(013) 690 6207
FACSIMILE NUMBER	(013) 690 6207	E-MAIL ADDRESS	<a href="mailto:sedupaneme@emalahleni.gov.za">sedupaneme@emalahleni.gov.za</a>

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....



<b>MBD 2 - BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES</b>
--

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or B-BBEE Sworn Affidavits or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who do not submit B-BBEE Status Level Verification Certificates or are noncompliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points for out of 90 or 80 for price only and **zero** points out of 10 or 20 for B-BBEE.

#### MBD 4 - DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her positioning relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declaring acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number: .....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
  - 2.4 Company Registration Number: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

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

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

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

- 2.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:.....

.....

.....

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

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

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

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

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars:

.....

.....

.....

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

2.10.1 If so, furnish particulars.

.....

.....  
.....

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

**YES/NO**

2.11.1 If so, furnish particulars:

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

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

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

### 4 DECLARATION

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

<b>MBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017</b>
---

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

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

---

**1. GENERAL CONDITIONS**

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

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

**2.**

- (j)

**3.**

### 3.1

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

or

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

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

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

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

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

#### 5. BID DECLARATION

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

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

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

#### 7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

Municipality where business is situated: .....

Registered Account Number: .....

Stand Number:.....

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

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



preference(s) shown and I / we acknowledge that:

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

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS:.....

.....

<b>MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES</b>
---

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

## CERTIFICATION

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<b>MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>
---

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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**

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

# EMALAHLENI LOCAL MUNICIPALITY



**BID NO: ELM 33/2020**

## **FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND WITBANK DAM**

### **C1 AGREEMENT AND CONTRACT DATA**

#### **C1.1 FORM OF OFFER AND ACCEPTANCE**

C1.1.1 Form of Offer

C1.1.2 Form of Acceptance

C1.1.3 Schedule of Deviations





### C1.1.2 FORM OF ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the 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.

Deviation 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 receipts 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

### C 1.1.3 SCHEDULE OF DEVIATIONS

1. The extend of deviation from the tender documents issued from 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 subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from 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	<b>Subject</b> _____
	Details _____
2	<b>Subject</b> _____
	Details _____
3	<b>Subject</b> _____
	Details _____
4	<b>Subject</b> _____
	Details _____
5	<b>Subject</b> _____
	Details _____
6	<b>Subject</b> _____
	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 Offer agreed by the Tenderer and the Employer during this process of Offer and acceptance. It is expressly agreed that no other matter wether 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**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Organisation)

Name & Signature  
Of Witness \_\_\_\_\_ Date \_\_\_\_\_

**FOR THE EMPLOYER**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Emalahleni Local Municipality – Mandela Street)

Name & Signature  
Of Witness \_\_\_\_\_ Date \_\_\_\_\_

# EMALAHLENI LOCAL MUNICIPALITY



**BID NO: ELM 33/2020**

## **FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND WITBANK DAM**

<b>C1.2      CONTRACT DATA</b>
--------------------------------

C1.2.1 Condition of Contract

C1.2.2 Part 1: Data provided by the Employer

C1.2.3 Part 2: Data provided by the Contractor

## EMALAHLENI LOCAL MUNICIPALITY



**BID NO: ELM 33/2020**

### **FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND WITBANK DAM**

#### **C1.2.1 CONDITIONS OF CONTRACT**

The Condition of Contract are the *General Condition of Contract for Construction Works (2015)* published by the South African Institute of Civil Engineering. Copies of these condition of contracts may be obtained from the South African Institute of Civil Engineering (SAICE 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.

#### **C1.2.2 Part 1: DATA PROVIDED BY THE EMPLOYER**

<b>Clause</b>	<b>Data</b>
<b>1.1.1.15</b>	The Name of the Employer is <b>Emalahleni Local Municipality</b>
<b>1.2.1.2</b>	The address of the Employer is: CNR Mandela & Arras Street eMalahleni 1035 Telephone: 013 690 6911 Facsimile: 013 690 6207
<b>1.1.1.16</b>	The name of the Engineer is <b>ELM – PMU</b>
<b>1.2.1.2</b>	The address of the Engineer is: CNR Mandela & Arras Street eMalahleni 1035 Telephone: 013 690 6911

	Facsimile: 013 690 6207
<b>5.8.1</b>	The special non-working days are the official builder's holiday plus all statutory public holidays. The year-end break commences on <b>15 December 2020</b> and ends on <b>04 January 2021</b>
<b>5.13.1</b>	The penalty for failing to complete the works will be applicable.
<b>6.2.1</b>	The liability of the guarantee shall be 10%
<b>5.2.1</b>	The Contractor shall commence executing the Works within 14 days from the Commencement Date
<b>5.5.1</b>	The Works shall be completed within the timeframe stated by the contractor at tender stage.
<b>5.6.1</b>	The Contractor shall deliver his programme of work within 14 days
<b>8.6.1.1.2</b>	The value of material supplied by the Employer to be included in the Insurance sum is nil.
<b>8.6.1.1.3</b>	The amount to cover professional fees for repairing damage and to be included in the Insurance sum is nil.
<b>5.1.1</b>	The work shall be completed within <b>the time frame stated by the Contractor</b>
<b>6.10.3</b>	The percentage retention on the amounts due to the Contractor is <b>10%</b>
<b>6.10.3</b>	The limit of retention money is <b>10%</b> of the contract value
<b>1.1.1.13</b>	The defects liability period is <b>12 months</b>
<b>5.11</b>	A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on the five days working week) will be taken into account for the extension of times, but the contractor shall make provision in his programme of work for an expected delay of "n" equals.... Days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days.

### **C1.2.3 PART 2: DATA PROVIDED BY THE CONTRACTOR**

The Contractor is advised to read the General Conditions of Contract for Construction Works (2015), published by South African Institute of Civil Engineering (SAICE), 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
<b>1.1.1.9</b>	The Contractor is: Name: .....
<b>1.2.1.2</b>	The Address of the Contractor is: Address (physical): ..... .....  Address (postal): ..... Telephone: ..... Facsimile: ..... E-mail: .....
<b>6.5.1.2.3</b>	The percentage allowance to cover overhead charges is .....



**BID NO: ELM 33/2020**  
**FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND**  
**WITBANK DAM**

<b>C1.3 FORM OF GUARANTEE</b>
-------------------------------

**FORM OF GUARANTEE**

**Tender No: ELM 33/2020**

**FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND**  
**WITBANK DAM**

WHEREAS .....at

**EMALAHLENI LOCAL MUNICIPALITY**  
(Herein after referred to as “the Employer”)

Entered into, on the .....Day of .....2020, at .....

A Contract with .....

At .....  
(Herein called “the Contractor”)

for the FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND WITBANK DAM 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 and 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 and 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 my 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 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 particular 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<br>sign on behalf of ..... |
|         | Address .....                                 |
|         | .....   |

## **PART C2 PRICING DATA**



**BID NO: ELM 33/2020**

**FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND  
WITBANK DAM**

<p><b>PART C2 PRICING DATA</b></p>
------------------------------------

C2.1 Pricing Instructions  
Preamble to Bill of Quantities  
C2.2 Bill of Quantities



**BID NO: ELM 33/2020**

## **FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND WITBANK DAM**

### **C2.1 PRICING INSTRUCTIONS**

1. Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A General.
2. The units of measurement described in the Bills of Quantities are metric units.

Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hector
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -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 (1000kg)
W/day	=	Work day

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates in these Bills of Quantities are fully inclusive prices for the works 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 costs 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 basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices Included in these 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 the tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards)
6. 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.
7. An item against which no price 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.
8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of to be done. The quantities of work accepted and certified for payment will be used for determining payment due and not quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which not covered in any other pay item.

10. 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 work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.

SCHEDULE

**C2.2 BILLS OF QUANTITIES**

OF

**QUANTITIES**

ITEM	Description	Unit	Quantity	Rate	Amount
<b>1</b>	<b>PRELIMINARY AND GENERAL</b>				
	<b><u>The contractor's general obligations:</u></b>				
(a)	Fixed obligations	L / sum	1.0		
(b)	Value-related obligations	L / sum	1.0		
(c)	Time-related obligations	Month	3		
d)	<b><u>Community Liaison Officer:</u></b>				
(i)	Remuneration for community Liaison Officer cost at R6000 each	Month	1	R12 000.00	
(ii)	Provision of airtime for community liaison officers at R500	Month		R1000.00	
(iii)	Handling costs and profit in respect of sub item on B12.01 (iii)	%	R 13 000.00	Handling costs and profit in respect of sub item on B12.01 (ii)	
e)	<b><u>Contractor's general obligation in respect of compliance with the Environmental Management</u></b>				
(i)	Fixed obligations	L/Sum			
(ii)	Remuneration of Environmental Control Officer	PC sum			
(iii )	Handling costs and profit in respect of sub item B1202 (ii)	%			
f)	<b><u>Contractor's general obligation in respect of Occupational Health and Safety</u></b>	L/Sum			
(i)	Fixed obligations	PC sum			
(ii)	Remuneration of Safety Representatives	%			
(iii )	Handling costs and profit in respect of sub item B1202 (ii)				
<b>CARRIED FORWARD TO SUMMARY :</b>					



### FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND WITBANK DAM

ITEM	Description	Unit	Quantity	Rate	Amount
<b>2</b>	<b>FENCING OF INFRA-STRUCTURE</b>				
<b>2.1</b>	<b>AERODROME FENCING</b>				
	Fencing with concrete palisade fence at Aerodrome	M	300		
	Employment of local labourers	No			
<b>2.3</b>	<b>WITBANK DAM</b>				
	Supply, Delivery and installation of concrete palisade	M	350		
	Employment of local labourers	No			
<b>CARRIED FORWARD TO SUMMARY :</b>					

### FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND WITBANK DAM

ITEM	Description	Unit	Quantity	Rate	Amount
<b>3</b>	<b>SITE CLEARING</b>				
	Clearing of Site Before Fencing	L/Sum	1.0		
	Cleaning After Fencing	L/Sum	1.0		
<b>CARRIED FORWARD TO SUMMARY</b>					

### FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND WITBANK DAM

ITEM	Description	Unit	Quantity	Rate	Amount
<b>4</b>	<b>TESTING WORKMANSHIP AND MATERIALS</b>				
	Other special tests requested by the Employer	Prov Sum	1.0	50 000	50 000
	Contractor's charges and profit added to the prime cost sum	%	50 000		
	Provisional Sum for Work or Supply Material Identified on Site and as Directed by the Employer	Prov Sum	1.0	50 000	50 000
	Contractor's commission	%	50 000		
<b>CARRIED FORWARD TO SUMMARY</b>					

**FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND WITBANK DAM**  
**SUMMARY OF SCHEDULE OF QUANTITIES**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>1</b>	<b>PRELIMINARY AND GENERAL</b>	
<b>2</b>	<b>FENCING OF INFRASTRUCTURE</b>	
<b>3</b>	<b>SITE CLEARING</b>	
<b>4</b>	<b>TESTING WORKMANSHIP AND MATERIALS</b>	
	<b>SUB TOTAL</b>	
	<b>10% CONTINGENCIES</b>	
	<b>SUB TOTAL</b>	
	<b>VAT</b>	
	<b>TOTAL AMOUNT CARRIED FORWARD TO FORM OF OFFER</b>	

### **C3 SCOPE OF WORK**

# EMALAHLENI LOCAL MUNICIPALITY



**BID NO: ELM 33/2020**

## **FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND WITBANK DAM**

### **C3 SCOPE OF WORK**

C3.1: Description of Works

C3.2: Standard Specifications

C3.3: Project/ Particular Specifications

# EMALAHLENI LOCAL MUNICIPALITY



**BID NO: ELM 33/2020**

## **FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND WITBANK DAM**

### **C3 SCOPE OF WORK**

All definitions, interpretations and general provisions for the General Conditions of Contract for Construction Work (3<sup>rd</sup> edition, 2015) are applicable.

#### **C3.1: DESCRIPTION OF WORKS**

##### **C3.1.1 Project Purpose**

To protect the municipal infrastructure against theft and vandalism and control access, improve of upkeep, unsafe, unclean parks by proving the various infrastructure with concrete fencing.

##### **C3.1.2 OVERVIEW OF THE WORKS**

The work entails fencing of 1940m and nine (9) gates in various Emalahleni Local Municipality infrastructures.

- Fencing of Aerodrome and Witbank Dam

#### **C3.2: STANDARD SPECIFICATIONS**

Although not bound in nor issued with this document, the following standardised specifications will form part of the contract document

SABS/SANS 1200

All materials shall comply with the requirements of the South African Bureau of Standards and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers/project managers

### **C3.3: PROJECT/ PARTICULAR SPECIFICATIONS**

#### **POSTS**

Size: 3 000 x 225 x 140mm at the back tapering to 80mm at the front. Twice holed to take load bearing rails.

Steel: Pre-stressed 6 x 4mm crimp wires grade 1550/1700 MPA stressed to 75% of U.T.S. Ends cut ground level and sealed with an epoxy.

Weight of Post: 179 kg

#### **PALES**

Size: 2 370 x 75 x 100mm at the back taper, fixed to 80mm at the front twice holed to take bolted connection.

Steel: Pre-stressed 4 x 2,65mm crimp wires grade 1550/1700mpa stressed to 75% of U.T.S. Ends cut ground level and sealed with epoxy.

Top edge angle: 45 degrees from back to front.

Weight of Pale: 39 kg

#### **RAIL**

Size: 1 908 x 80 x 150mm with nine 10mm holes to take 8mm carriage type Galvanized bolts.

Pre-stressed 4 x 4mm crimp wire grade

1550/1700mpa stressed to 75% of

U.T.S. Ends cut to ground level and sealed with epoxy.

Rail: 57 kg OF PALES TO RAILS: M 8x 140mm  
electro galvanized carriage bolts.

#### **BLANKING PLATES**

Size: 1440x300x35mm

Steel: 2 x 2,64mm high tensile steel wire.

Weight of Plate: 33 kg

#### **THREE LOUVRE SLAB WALL**

Size: 300x1440x38

Steel: 2x4mm steel reinforcement

Weight: 40kg

## **PLAIN PRECAST POST FOR SLAB WALL**

Size: 1800x125x140mm

Steel: 4 x 6mm high tensile steel wire.

Weight of Plate: 70 kg

Concrete class: 20-24/13

## **ENTRANCE GATES**

Hot dipped galvanized double leave (swing or Sliding) gates, 2,5m high. Gate to be painted with 1 layer universal undercoat and layers of enamel paint

## **GENERAL**

All components are off shutter finished with the back wood floated. All reinforcing is located to ensure a concrete cover of 20mm. The concrete strength of all pre-stressed components is a minimum of 40 Mpa and foundations 15 Mpa both at 28 days. Weight of components per 2metre

section (1 x Post +2 Rails r-9 x Pales \*1 Blanking Plate): 677 kg.

Posts are concreted in 600mm deep foundation for concrete slab walling.

## EMALAHLENI LOCAL MUNICIPALITY



**BID NO: ELM 33/2020**

### **FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND WITBANK DAM**

<b>C4 SITE INFORMATION</b>
----------------------------

The proposed area the following sites around Emalahleni Local Municipality:

- Aerodrome
- Witbank Dam

I/We, the undersigned, hereby declare that I/we are duly conversant with the contents of this contract document and all conditions as set out in the General Conditions and undertake to carry out the contract in terms of the conditions of quotation and specifications.

I/We, further undertake that my/our offer as detailed in this Schedule shall not be retracted or withdrawn for and during a period of ninety (90) days from the date on which it is to be lodged and may be accepted at any time during the said period of ninety (90) days.

---

NAME OF FIRM

---

SIGNATURE

---

TELEPHONE NUMBER

---

DATE





**BID NO: ELM 33/2020**

**FENCING OF MUNICIPAL INFRASTRUCTURE AT AERODROME AND  
WITBANK DAM**

<b>APPENDICES</b>
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- APPENDIX A    Health and safety specification
- APPENDIX B    General Conditions of Contract ( GCC )

## ANNEXURE A

### HEALTH AND SAFETY SPECIFICATION

#### 1. BACKGROUND

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

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

#### 2. SCOPE

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

#### 3. OH&S MANAGEMENT

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

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

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

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

Appointments required by the Act and Regulations:

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

- *Stacking & Storage Supervisor (Construction Regulation 26(a))*
- *Fire Equipment Inspector (Construction Regulation 27(h))*
- Electrical Installations, Machinery & Appliances Inspector (Construction Regulation 22)
- Excavations Supervisor (Construction Regulation 11(1))
- Demolition Supervisor (Construction Regulation 12(1))
- OH&S Officer (where necessary) (Construction Regulation 6(6))
- Person Responsible for Machinery (General Machinery Regulation 2)
- Emergency, Security and Fire Co-ordinator (Construction Regulation 27(h) & Environmental Regulation 9)
- Fire Equipment Inspector (Construction Regulation 27(h) Environmental Regulation 9)
- First Aider (General Safety Regulation 3(2))
- Hazardous Chemical Substances Supervisor (HCS Regulations)
- Ladders Inspector (General Safety Regulation 13A)
- Lifting Equipment Inspector (Construction Regulation 20)
- Operators & Drivers of Construction Plant & Vehicles (Construction Regulation 21 (i))
- Structures Supervisor (Construction Regulation 9)
- Users Operators of Construction Equipment (Construction Regulation 21(i))
- Welding Supervisor (General Safety Regulation 9)

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

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

### 3.3. OH&S File

The Principal Contractor must, in terms of Construction Regulation 5 (7), keep a health and safety file on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The following documents must be kept in the OH&S file:

- Notification of Construction Work (Construction Regulation 3.)
- Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- Copy of health and safety plan (construction regulation 5 (1))
- OH&S Programme agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1))

Designs/drawings (Construction Regulation 5 (8))

- A list of Contractors (Subcontractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9)
- Appointment / Designation forms as per 3.1.1. and 3.1.2. above.
- Registers as follows:
  - \* Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
  - \* OH&S Representatives Inspection Register
  - \* Form/Support work Inspection
  - \* Excavations Inspection
  - \* Lifting Equipment
  - \* Demolition Inspections
  - \* Designer's Inspection of Structures Record
- 3. \* Batch Plant Inspections
- 4. \* Arc & Gas Welding & Flame Cutting Equipment Inspections
- 5. \* Construction Vehicles & Mobile Plant Inspections
- 6. \* Electrical Installation and Machinery Inspections

- 7. \* Fire Equipment Inspection & Maintenance
- 8. \* First Aid
- \* Hazardous Chemical Substances
- 9. \* Lifting Tackle and Equipment Inspections
- 10. \* Inspection of Cranes
- 11. \* Inspection of Ladders
- 12. \* Inspection of Vessels under Pressure
- \* Machinery Inspections
- \* Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections

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

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

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

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

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

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

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

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

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

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

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

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

### 3.6.3 Reports

The Principal Contractor is required to provide the Client with a monthly report: "SHE Risk Management Report"

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

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

OR where:

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

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

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

### 3.6.4 Review

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

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

### **3.7 Site Rules and Other Restrictions**

#### **3.7.1 Site OH&S Rules**

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

#### **3.7.2. Security and Emergency Arrangements**

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

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

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

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

### **3.8 Training**

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

#### **3.8.1 General Induction Training**

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

#### **3.8.2 Site Specific Induction Training**

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

#### **3.8.3 Other Training**

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

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

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

- \* General Induction (Section 8 of the Act)
- \* Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- \* Site/Project Manager

- \* Construction Supervisor
- \* OH&S Representatives (Section 18 (3) of the Act)
- \* Training of the Appointees indicated in 3.1.1. & 3.1.2. above
- \* Operation of Cranes (Driven Machinery Regulations 18 (11))
- \* Operators and Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- 13. \* Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- 14. \* Basic First Aid (General Safety Regulations 3)
- 15. \* Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- \* Emergency, Security and Fire Co-ordinator

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

- \* Clearing & Grubbing of the Area/Site
- \* Site Establishment including:
  - Office/s

- Secure/safe storage for materials, plant & equipment
- Ablutions
- Sheltered eating area
- Maintenance workshop
- Vehicle access to the site
- \* Dealing with existing structures (NB: the existing pipeline is also a structure.)
- \* Location of existing services
- \* Installation and maintenance of temporary construction electrical supply, lighting and equipment
- \* Adjacent land uses/surrounding property exposures
- \* Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible before the OH&S of non-employees affected by his/her work activities.)
- \* Health risks arising from neighboring as well as own activities and from the environmental threats by dogs, bees, snakes, lightning etc.
- \* Exposure to noise
- \* Exposure to vibration
- \* Protection against dehydration and heat exhaustion
- \* Protection from wet & cold conditions
- \* Dealing with HIV/Aids and other diseases
- \* Use of Portable Electrical Equipment including
  - Angle grinder
  - Electrical drilling machine
  - Skill saw
- \* **Excavations including**
  - Ground/soil conditions
  - Trenching
  - Shoring
  - Drainage of trench
- \* **Welding including**
  - Arc Welding

- Gas welding
- Flame cutting
- Use of LP gas torches and appliances
- \* Loading & offloading of trucks
- \* Aggregate/sand and other materials delivery
- \* Manual and mechanical handling
- \* Lifting and lowering operations
- \* Driving & operation of construction vehicles and mobile plant including
  - Trenching machine
  - Excavator
  - Bomag roller
  - Plate compactor
  - Front end loader
  - Mobile cranes and the ancillary lifting tackle
  - Parking of vehicles & mobile plant
  - Towing of vehicles & mobile plant
- \* Use and storage of flammable liquids and other hazardous substances
- \* Layering and bedding of trench floor
- \* Installation of pipes in trench
- \* Pressure testing of pipeline
- \* Installing heat shrink joint sleeves
- \* Backfilling of trench
- \* Protection against flooding
- \* Gabion work
- \* Use of explosives
- \* Protection from overhead power lines
- \* As discovered by the Principal Contractor's hazard identification exercise

- \* As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- \* As discovered from any accident/incident investigation.

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

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

Annexure 3: Guide to Risk Assessment

## ANNEXURE 1

### CONSTRUCTION OCCUPATIONAL HEALTH - SAFETY - ENVIRONMENT

#### AUDIT SYSTEM

(Based on the New Construction Regulations)

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

#### 1. ADMINISTRATIVE & LEGAL REQUIREMENTS

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 3	*Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COID Act Section 80	*Registration with Compens. Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	OH&S Specification & Plan	OH&S Specification received from Client OH&S plan developed Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	*Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors informed/trained	
Section 16(2)	*Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor	
Section 17 & 18	*Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified.	

Section/Regulation	Subject	Requirements	Yes/No
		Meaningful OH&S Rep. reports. Reports actioned by Management.	
Section 19 & 20	*Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	
Section 37	*Agreement with Mandatories (Sub-Contractors)	Written agreement with Subcontractors. List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	
Construction. Regulation 7	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights  Fall Protection Plan drawn up/updated Available on Site	
Construction. Regulation 8	Roof work	Competent person appointed to plan & supervise Roof work. Proof of appointees competence available on Site Risk Assessment carried out Roof work Plan drawn up/updated Roof work inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 9	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers/hazards/special Measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site	

Section/Regulation	Subject	Requirements	Yes/No
		Structures inspected before each shift. Inspections register kept	
Construction. Regulation 10	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/ dismantling. Inspection register kept	
Construction. Regulation 11	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/ after bad weather. Inspection register/s kept	
Construction. Regulation 12	Suspended Scaffolding	Competent persons appointed in writing to: - erect Susp.Scaffolding (Scaffold Erector/s) - act as Susp.Scaffold Team Leaders - inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted Certificate of Authorization issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person - after erection and before use - Daily prior to use. Inspection register kept The following tests to be conducted by a competent person: - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept	

Section/Regulation	Subject	Requirements	Yes/No
		Employees working on Susp.Scaffold medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used	
Constructions. Regulation 14	Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept	
Construction. Regulation 16	Materials Hoist	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.	
Construction. Regulation 17	Caissons & Coffer dams	Competent person appointed in writing to supervise, control & inspect the construction, installation/ dismantling of caissons/coffer dams Written Proof of Competence of above appointee available on Site Risk Assessment carried out To be inspected daily by a competent person. Inspections register kept	
Construction. Regulation 18	Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above	



Section/Regulation	Subject	Requirements	Yes/No
		Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use	
Construction. Regulation 19	Batch Plants	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept	
Construction. Regulation 20/ Mine Health & Safety Act (29 of 1996)	Tunneling	Complying with Mines Health & Safety Act (29 of 1996) Risk Assessment carried out	
Construction. Regulation 21/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - <b>daily by operator</b> - Tower Crane/s - <b>after erection/6monthly</b> - Other cranes - <b>annually by comp. person</b> - Lifting tackle(slings/ropes/chain slings etc.) - <b>3 monthly</b> Risk Assessment carried out	
Construction. Regulation 22/ Electrical Machinery Regulations 9 & 10/ Electrical Installation Regulations	*Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools and -lights and extension leads identified/numbered. Monthly visual inspection by User/Issuer/Storeman. Register kept.	
Construction. Regulation 2 Diving Regulations	Water Environments	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing	

Section/Regulation	Subject	Requirements	Yes/No
		by an Approved Inspection Authority of equipment used Written Proof of Competence of above appointee available on Site Proof of registration of all divers present on site available Risk Assessment carried out Diving Manual produced. Available on Site Record of Voice Communications kept Diving Operations record kept Each Diver keeps a personal logbook. Entries countersigned by the Diving Supervisor Decompression tables available on Site Records of any Decompression illness kept Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	
Construction. Regulation 30/ General Safety Regulation 8(1)(a)	*Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site	
Construction. Regulation 31/ Environmental Regulation 9	*Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: <ul style="list-style-type: none"> <li>- Drilled/Practiced</li> <li>- Plan &amp; Records of Drills/Practices available on Site</li> </ul> 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.	

Section/Regulation	Subject	Requirements	Yes/No
		Location of First/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/ General Safety Regulation 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE	
Construction. Regulation 34/ General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site  Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection Register kept	
Construction. Regulation 35/ Hazardous Chemical Substances (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): <ul style="list-style-type: none"> <li>- after installation/re-erection or repairs</li> <li>- every 36 months.</li> <li>- Register/Log kept of inspections, tests. Modifications &amp; repair</li> </ul>	
Construction. Regulation 37	Construction Vehicles & Earth	Operators/Drivers appointed to: <ul style="list-style-type: none"> <li>- Carry out a daily inspection prior to use</li> <li>- Drive the vehicle/plant that he/she is</li> </ul>	

Section/Regulation	Subject	Requirements	Yes/No
	Moving Equipment	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 Program**

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Program 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 analyze it
- Step 5 : Look at what actually occurs including non-routine operations
- Step 6 : Use a systematic approach to ensure all hazards are adequately addressed
- Step 7 : Assess the risks arising taking into account the effectiveness of controls
- Step 8 : Ensure the process is practical and realistic
- Step 9 : Always record the assessment in writing including assumptions and why

#### 3. HOW SERIOUS IS IT?

##### PROBABILITY

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

##### CONSEQUENCES

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

		PROBABILITY				
		A	B	C	D	E
SEQUENCES	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
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Risk Rating:	1 - 3 =	Serious	• <i><b>ACTION</b></i>
	4 - 5 =	High	Immediate (within 1 week)
	6 - 7 =	Moderate	Within 1 month
	8 - 9 =	Acceptable	> 4 weeks
			No action

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

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

#### **PREAMBLE**

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

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

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

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

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

#### APPLICATION

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

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

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

13. This Directive does not apply to workplaces

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

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

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

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

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

16. Every employer must establish the following administrative measures:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Social distancing measures**

17. Every employer must arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of one and a half metres between workers while they are working, for example, at their workstations. Depending on the circumstances of the workplace or the nature of the sector, the minimum distance may need to be longer. Reducing the number of workers present in the workplace at any time in terms of clause 16.5 may assist in achieving the required social distancing.

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

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

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

19. Every employer must ensure that social distancing measures are implemented through supervision both in the workplace and in the common areas outside the immediate workplace through queue control or within the workplace such as canteens and lavatories. These

measures may include dividing the workforce into groups or staggering break-times to avoid the concentration of workers in common areas.

### **Health and safety measures**

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

### **Symptom screening**

21. Every employer must take measures to

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

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

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

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

22.1 symptom screening; and

22.2 if in addition required to do so, medical surveillance and testing.

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

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

23.2 if the worker is already at work immediately

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



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

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

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

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

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

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

24.1 The worker has undergone a medical evaluation confirming that the worker has been tested negative for COVID-19;

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

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

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

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

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

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

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

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

28. Every employer must take measures to ensure that

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

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

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

29. The employer must ensure that

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

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

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

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

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

### **Cloth masks**

30. The main benefit of everyone wearing a cloth mask is to reduce the amount of virus droplets being coughed up by those with the infection and transmitted to others and to

surfaces that others may touch. Since some persons with the virus may not have symptoms or may not know they have it, the Department of Health requires that all persons wear cloth masks when in a public place.

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

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

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

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

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

34. An employer must make appropriate arrangements for the washing, drying and ironing of cloth masks in accordance with the Guidelines referred in clause 31.1 recommendations.

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

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

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

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

37.1 arrange the workplace to ensure that there is a distance at least one and a half

metres between workers and members of the public or between members of the public; or

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

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

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

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

### **Ventilation**

38. Every employer must –

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

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

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

### **Other PPE**

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

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

40.1 arrange the workplace to ensure that employees are at least one and half metres

apart or, if not practicable, place physical barriers between them to prevent the possible transmission of the virus;

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

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

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

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

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

40.7 ensure that their workstations are disinfected regularly;

40.8 take any other measures indicated by a risk assessment.

### **Worker obligations**

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

### **Monitoring and enforcing the Directive**

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

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

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

the BCEA. Sectoral guidelines

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

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

## **ANNEXTURE A SECTORAL GUIDELINES TEMPLATE**

### **1. Risk assessment**

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

### **2. Engineering controls**

- 2.1. Ventilation
- 2.2. Physical barriers
- 2.3. Adaptation of workstations to increase social distance

### **3. Administrative controls**

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

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

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

## 5. PPE

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

## 6. Provision of safe transport for employees

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

## HOW TO MANAGE POTENTIAL COVID-19 CASES

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

#### SUSPECTED COVID-19 CASE

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

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

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

#### WORKSTATION MANAGEMENT

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

### Emergency response contact number

## HOW TO MANAGE POTENTIAL COVID-19 CASES

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

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

### HOW TO MANAGE POTENTIAL COVID-19 CASES

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

##### SUSPECTED COVID-19 CASE

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

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

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

##### ISOLATION ROOM AND WORKSTATION MANAGEMENT

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



## Managing cases of suspected and actual exposure: Visitors

### SUSPECTED COVID-19 CASE

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

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

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

### WORKSTATION MANAGEMENT

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

## Managing cases of suspected and actual exposure: Contractors

### SUSPECTED COVID-19 CASE

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

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

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

#### WORKSTATION MANAGEMENT

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

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

### SUSPECTED COVID-19 CASE

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

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

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

#### WORKSTATION MANAGEMENT

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

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

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

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

July 2010

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## General Conditions of Contract

### 1. Definitions

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

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

supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

1.26 "Tort" means in breach of contract.

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

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

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

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



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

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent Rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## **7. Performance security**

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

**8. Inspections, tests and analyses**

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

**9. Packing**

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

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

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

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental Services**

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

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

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

**14. Spare parts**

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

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

**15. Warranty**

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

**16. Payment**

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

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

## **18. Variation orders**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

**24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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



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

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

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

## **28. Limitation of Liability**

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

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

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

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

## **32. Taxes and duties**

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

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