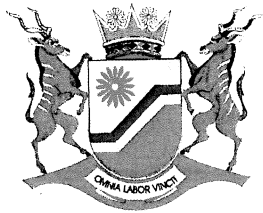


MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF HUMAN SETTLEMENTS

BID NUMBER: DHS/216/22/MP C

**APPOINTMENT OF A SERVICES PROVIDER(S)
FOR THE REMOVAL, DISPOSAL AND
REPLACEMENT OF ASBESTOS ROOFED
HOUSES IN GERT SIBANDE DISTRICT,
MPUMALANGA PROVINCE**

ISSUED BY:

Department of Human Settlements
Private Bag X11328
Mbombela
1200

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :.....
(Also in words):
.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HUMAN SETTLEMENTS					
BID NUMBER:	DHS/216/22/MP C	CLOSING DATE: 24 OCTOBER 2022	CLOSING TIME:	12H00	
DESCRIPTION	APPOINTMENT OF A SERVICES PROVIDER(S) FOR THE REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS ROOFED HOUSES IN GERT SIBANDE DISTRICT , MPUMALANGA PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA, Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF, No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA, KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER, 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE, Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG, Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE, 24 Air Street, Malelane, ELUKWATINI ,Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms RS Motsilanyana		CONTACT PERSON	Mr U Okon	
TELEPHONE NUMBER	013 766 6426		TELEPHONE NUMBER	013 766 6892	
CELL. NUMBER			CELL. NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	RSMotsilanyana@mpg.gov.za		E-MAIL ADDRESS	UMOkon@mpg.gov.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

Tender: Removal, Disposal and Replacement of Asbestos Roofed Houses

DHS/216/22/MP (C) GERT SIBANDE DISTRICT

Summary Page: Gert Sibande District

Item No.	Local Municipality	Amount
Schedule A	Dr Pixley Ke Seme	
Schedule B	Chief Albert Luthuli	
	Total Tender Amount	

Important Pricing Notes

- i A subsidized low-cost house ranges from 40 - 60m² .
- ii Haulage distance must be considered from the centre of a major town to the disposal site.
- iii The total number of houses identified so far is provisional for tendering purpose only and subject to change.
- iii The total weight (tonnage) and quantity is provisional for the purpose of tendering and subject to change.
- iv The total tender amount shall be used for tender purposes as a rates-only contract shall be considered.
- v The roof replacement cost for a low-cost house is **limited** to the published subsidized amount of **R 68 659** per house

PRICING SCHEDULE A: DR PIXLEY KE SEME LOCAL MUNICIPALITY

Preliminary number of identified asbestos roofed houses 445

A. Removal of Asbestos Cement Fibre Roof

Item No.	Description	Unit	Rate	Quantity	Amount (R)
1	Preliminary and Generals per RDP House (Once off placement of 3 x 28m ³ Roro bins, personal protective equipment (PPE), mandatory documents such as OHS compliance and as required)	R / house		445	
2	Dismantling and removal of asbestos cement roof sheeting	m ²		24 475	
3	Treatment of asbestos waste material	m ²		24 475	
4	Carefully collect all asbestos cement waste material and cart-off site to a commercial site identified by the contractor and approved by the client.	Tonne		25	
	Sub-total				
	VAT (15%)				
	Total (VAT Inc)				

B Replacement / Installation of Roof (applicable government subsidized quantum)

Not to be priced

Item No.	Description	Page No		Amount	
1	Preliminaries and General (P&G)	35		R	7 395
2	Masonry	36		R	7 324
3	Carpentry and joinery	39		R	22 000
4	Roof coverings, etc	40		R	7 500
5	Ceiling	41		R	16 050
6	Plastering	44		R	1 530
7	Paintwork	45		R	1 360
8	Provisional sum	48		R	5 500
	Sub-total	Subsidy quantum	Nr of houses	R	68 659
	Total Replacement Cost (Zero Rated)	R 68 659	445	R	30 553 255

Total A+B (Total carried to main summary page)**Important Pricing Notes**

- i A subsidized low-cost house ranges from 40 - 60m².
- ii Haulage distance must be considered from the centre of a major town to the disposal site.
- iii The total number of houses identified so far is **provisional** for tendering purpose only and subject to change.
- iii The total weight (tonnage) and quantity is provisional for the purpose of tendering and subject to change.
- iv The total tender amount shall be used for tender purposes as a rates-only contract shall be considered.
- v The roof replacement cost for a low-cost house is **limited** to the published subsidized amount of **R 68 659** per house

PRICING SCHEDULE B: CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

Preliminary number of identified asbestos roofed houses 189

A. Removal of Asbestos Cement Fibre Roof

Item No.	Description	Unit	Rate	Quantity	Amount (R)
1	Preliminary and Generals per RDP House (Once off placement of 3 x 28m ³ Roro bins, personal protective equipment (PPE), mandatory documents such as OHS compliance and as required)	R / house		189	
2	Dismantling and removal of asbestos cement roof sheeting	m ²		10 395	
3	Treatment of asbestos waste material	m ²		10 395	
4	Carefully collect all asbestos cement waste material and cart-off site to a commercial site identified by the contractor and approved by the client.	Tonne		11	
	Sub-total				
	VAT (15%)				
	Total (VAT Inc)				

B Replacement / Installation of Roof (applicable government subsidized quantum)

Not to be priced

Item No.	Description	Page No		Amount	
1	Preliminaries and General (P&G)	35		R	7 395
2	Masonry	36		R	7 324
3	Carpentry and joinery	39		R	22 000
4	Roof coverings, etc	40		R	7 500
5	Ceiling	41		R	16 050
6	Plastering	44		R	1 530
7	Paintwork	45		R	1 360
8	Provisional sum	48		R	5 500
	Sub-total	Subsidy quantum	Nr of houses	R	68 659
	Total Replacement Cost (Zero Rated)	R 68 659	189	R	12 976 551

Total A+B (Total carried to main summary page)

Important Pricing Notes

- i A subsidized low-cost house ranges from 40 - 60m².
- ii Haulage distance must be considered from the centre of a major town to the disposal site.
- iii The total number of houses identified so far is **provisional** for tendering purpose only and subject to change.
- iii The total weight (tonnage) and quantity is provisional for the purpose of tendering and subject to change.
- iv The total tender amount shall be used for tender purposes as a rates-only contract shall be considered.
- v The roof replacement cost for a low-cost house is **limited** to the published subsidized amount of **R 68 659** per house

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS ROOFED HOUSES IN EHLANZENI, GERT SIBANDE AND NKANGALA DISTRICT MUNICIPALITIES (DHS/216/22/MP (A), (B) & (C)) IN MPUMALANGA PROVINCE

1. INTRODUCTION

In 2008 in South Africa, the manufacturing, production, and usage of asbestos cement fibre as a construction material was banned as it was identified as a hazardous and contaminant material causing lung cancer and other serious respiratory ailment.

Asbestos was widely used for the manufacturing of asbestos cement roof sheet which despite its ban, has left a legacy of thousands of asbestos roofed houses scattered across the entire country mainly in old townships. A desktop survey has revealed that more than 14 000 low-cost houses constructed in the province are roofed with asbestos cement.

The Asbestos Regulations was promulgated in 2002 and then amended as the Asbestos Abatement Regulations 2020 to prescribe the method of working with and demolishing asbestos containing materials.

Due to growing health concerns, the National Department of Human Settlement has made the eradication of asbestos roofed houses a national priority.

It is to the above course that this tender seeks to respond to the eradication programme with the aim of providing a safe and healthy living environment for the people of Mpumalanga.

2. PROJECT OBJECTIVES

The project mainly seeks to eradicate asbestos roofed houses in the province through the removal, disposal, and replacement of identified roof structures.

This will be undertaken through the appointment of one service provider per District (i.e., Nkangala, Gert Sibande, and Ehlanzeni) for the removal, disposal, and replacement of asbestos roofed houses. Therefore, a total of three (3) service providers is required in the province as per the scope of works discussed hereafter.

3. SURVEY DATA (PRELIMINARY)

The Department of Human Settlements requested survey data from **ten (10) municipalities** in the province. These obtain data (i.e., number of asbestos roofed houses) is the basis in which this tender is developed.

Table: Preliminary survey of list of asbestos roofed houses in the Province

Nr	Local Municipality	Identified Areas	Total Number of Houses
EHLANZENI			
1	City of Mbombela	Matsulu, Kabokweni & Kanyamazane	2 539
2	Thaba Chweu	Mashishing Ward 1, 2 & 3, Kellysville Ward 5, Sabie, Graskop	454
	TOTAL: Ehlanzeni		2 993
GERT SIBANDE			
1	Dr Pixley Ke Seme	Ward 8 (Ezamokuhle), Ward 2 (Vukuzakhe),	445

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS ROOFED HOUSES IN EHLANZENI, GERT SIBANDE AND NKANGALA DISTRICT MUNICIPALITIES (DHS/216/22/MP (A), (B) & (C)) IN MPUMALANGA PROVINCE

Nr	Local Municipality	Identified Areas	Total Number of Houses
		Ward 3 (Vukuzakhe), Ward 5 (Esizameleni)	
2	Chief Albert Luthuli	Ward 4 (Mayflower), Ward 14 (Elukwatini A), Ward 15 (Silobela Ext. 1), Ward 12 (Ekulindeni township), Ward 16 (Lochiel), Ward 12 (Ngodini), Ward 25 (Nhlazatshe 2) Ward 2 (Fernie B) Ward 9 (Sinqobile) Ward 19 (Mooiplaas) Ward 23 (Mantjolo)	189
	TOTAL:Gert Sibande		634
NKANGALA			
1	Emakhazeni	Ward 7 (Emgwenya), Ward 1 & 3 (Siyathuthuka) Ward 4 (Sakhelwe)	870
2	Emalahleni	Tushanang Ext. 1, 2, & 3 Hostel Blocks 3 & 4 Lynnville Ext. 1 to 11 Schoongezicht Ackerville (Ext.1 to 17, Hostel 2 Blocks 1,2,3,4 & 5; Hostel 3 Blocks 1,2,3,4,5,6,7,8 & 9; Hostel 4 Blocks 1,2,3,4,5,6,7 & 8) Ogies / Phola (Hostel 1 Block) Ga-Nala (Kriel Ext.10) Hlalanikahle (Ext. 1 &2)	7 204
3	Victor Khanye	Ward 2	336
4	Dr JS Moroka	Pankop, Phake, Seabe, Lefisane, Maphotla, Two-line, Makola, Siyabuswa B, Siyabuswa A, Masobye (Ward 31)	304
5	Thembisile Hani	Twееfontein A1, Mzimuhle, Verena,	422
6	Steve Tshwete	Tokologo, Nasaret, Kwazamokuhle Ext.1, Mhluzi Ext.1, Kwazamokuhle Hostel Complex, Reabotha Block A, B, C & E, Thembisa, Phumula, Riverside	1 429
	Total: Nkangala		10 565
TOTAL			14 192

4. SCOPE OF WORKS

The scope of works consists of the following: -

4.1 Dismantling, removal, and disposal of asbestos roofed houses

- 4.1.1 Risk assessment and develop a plan of work as per the regulations
- 4.1.2 Site establishment
- 4.1.3 Induction and asbestos awareness training for locals
- 4.1.4 Dismantling and removal of asbestos cement products
- 4.1.5 Appointment of an asbestos removal supervisor
- 4.1.6 Appointment of an occupational health and safety representative
- 4.1.7 Asbestos air monitoring
- 4.1.8 Collection, transportation, and disposal of asbestos cement waste materials
- 4.1.9 Producing and compliance with mandatory documentations

4.2 Roof Replacement

- 4.2.1 Preparatory works
- 4.2.2 Installation of roofing members
- 4.2.3 Employment of local labour

Note:

It should be noted that the Department shall appoint an Asbestos Inspection Authority to produce a detailed project inventory and a professional service provider (Engineer) for a detailed bill of quantities and documentation for each identified house.

5. LIST OF RETURNABLE DOCUMENTS

5.1 Compulsory Returnable Documents

The following documents must be submitted with the tender:

- a) Valid Tax Compliance Status Pin (TCS).
- b) Original copy or certified copy of B-BBEE (In case of a JV, must be a Joint certificate) (certification date should not be more than 3 months).
- c) Joint Venture Agreement and power of attorney (in case of a JV)
- d) Valid company NHBRC registration certificate. (In case of a JV, each joint venture/partnership/consortium partner must be registered with NHBRC as applicable).
- e) Proof of CIDB grading certificate.

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS ROOFED HOUSES IN EHLANZENI, GERT SIBANDE AND NKANGALA DISTRICT MUNICIPALITIES (DHS/216/22/MP (A), (B) & (C)) IN MPUMALANGA PROVINCE

- f) Occupational Health and Safety Plan
- g) Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g., Letter of Good Standing issued by Department of Labour.
- h) Copy of contractor Registration for Incorporation of Company Registration Document (CIPC).
- i) Original Certified Copies (not copy of copy) of Identity documents of Owners / Directors / Members / Shareholders (certification date should not be more than 3 months).
- j) Fully completed Standard Bidding Documents (SBD 1, SBD 4, SBD 6.1, SBD 8, and SBD 9).
- k) Fully completed original tender document.
- l) Valid certified registered Asbestos certificate issued by the National Department of Employment and Labour.

Note: Failure to submit the required compulsory documents as listed above shall result in your bid being invalidated or disqualified.

5.2 Returnable Schedule required only for the Tender Evaluation Purposes.

The following documents must be submitted for tender evaluation purposes:

- a) Copy of CSD Report
- b) Schedule of Plant and Equipment (Proof of ownership must be attached) for hired plant and equipment a letter of intent to hire must be signed or stamped by the supplier.
- c) Schedule of Tenderer's Experience (Proof of experience, e.g., appointment letter, orders, and valid completion certificates)
- d) Key Personnel (attach CV and certified copies of proof of qualifications) (certification date should not be more than 3 months)
- e) Valid VAT Registration Certificate from SARS
- f) Proof of business address or municipal services not less than 3 months
- g) Valid UIF Registration Certificate
- h) Contractor's Health and Safety Declaration

Should the tenderers be tied on the final score?

- The tenderer with a superior B-BBEE score shall be preferred but
- Should they have the same B-BBEE score, the tenderer with the highest Functionality score shall be preferred. If the tenderers are tied on functionality score during this process,
- The tied tenderers' names shall be placed in a container then a name(s) shall be picked, the first to be picked shall be preferred.

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS ROOFED HOUSES IN EHLANZENI, GERT SIBANDE AND NKANGALA DISTRICT MUNICIPALITIES (DHS/216/22/MP (A), (B) & (C)) IN MPUMALANGA PROVINCE

The bid falls within the 90/10 evaluation criteria where 90 points will be allocated for price and 10 points for B-BBEE preferential points in line with PPPFA (see attached scoring criteria)

B-BBEE status Level of Contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

The total points as per the evaluation criteria is 100 points (90 for price and 10 for BEE). Prospective bidders must score at least **70 points out of 100** allocated for functionality to qualify for the second stage (90/10) of evaluation.

Points for functionality will be determined in relation to the bidder's ability to meet the terms of preference as set out in this bid document and the submission will be evaluated in terms of the following criteria: -

6. EVALUATION CRITERIA

EVALUATION CRITERIA			
	Criteria	Description	Total Points
1.	Bidder's (Company) Experience A company's experience in the removal of asbestos and construction of government subsidised houses with the following proof and contactable references: • Appointment letters • Completion certificates or copy of contracts.	The points will be allocated as follows: 1. Above 6 years – 30 points 2. 3 to 6 years – 20 points 3. 1 – 2 years – 10 points 4. Less than 1 year – 5 points	30
2.	Methodology Implementation Plan Demonstrate a clear understanding of the project brief, identified risk, challenges, and constraints with realistic activities, resources, and timeframes.	The points will be allocated as follows: 1. Proposed approach and methodology to undertake tasks. – 10 points 2. Proposed programme for the execution of the work plan. – 5 points	20

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS ROOFED HOUSES IN EHLANZENI, GERT SIBANDE AND NKANGALA DISTRICT MUNICIPALITIES (DHS/216/22/MP (A), (B) & (C)) IN MPUMALANGA PROVINCE

EVALUATION CRITERIA			
	Criteria	Description	Total Points
		3. Cost breakdown schedules with milestones clearly indicated. – 5 points	
3.	Key staff and their relevant skills The following key staff should form part of the bidder's core team: • OHS officer • Environmental specialist • Registered Professional Engineer/Project Manager Attach proof of curriculum vitae (CV's), qualifications and registration with statutory professional boddies (SACPMP) (NQF Level 6 accredited by SA institutions)	The points will be allocated as follows: 1. Relevant CVs and professional qualifications within the build environment. (All 3 key staff)– 15 points 2. Relevant CVs and professional qualifications within the build environment. (All 2 key staff)– 10 points. 3. Relevant CVs and professional qualifications within the build environment. (All 1 key staff)–5 points.	15
4.	Access to Material, Plant and Equipment Access to relevant asbestos removal plant and equipment. The tenderers should submit confirmation letters for access to removal material support and availability of plant and equipment.	1. Asbestos waste removal / hazardous truck – 15 points 2. Skip trailers bins – 10 points 3. Other relevant equipment – 5 points	15
5.	Bank rating Issued from a reputable bank (bank recognised by RSA government) The letter must have a bank stamp	The points will be allocated as follows: 1. A & B grading – 10 points 2. C grading – 8 points 3. D grading – 5 points 4. E grading and below – 0 points	10
6.	Locality This is in respect to the area where the company's head office or main address is located, e.g. Local Municipality within a district	1. District – 10 points 2. Mpumalanga – 6 points 3. National (RSA) – 3 points	10
Grand Total			100

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS ROOFED HOUSES IN EHLANZENI, GERT SIBANDE AND NKANGALA DISTRICT MUNICIPALITIES (DHS/216/22/MP (A), (B) & (C)) IN MPUMALANGA PROVINCE

Queries may be addressed to: Technical Enquiries:

Mr U. Okon

Chief Director: Project and Program Management

Tel (013) 766 6892

Email address: umokon@mpg.gov.za or writeuno@gmail.com

Supply Chain Management Enquiries:

Mr Thabo Mashile

Director: Supply Chain Management

Tel (013) 766 6449

Email address: tmashile@mpg.gov.za or thabomashile@gmail.com

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Item No		Quantity	Rate	Amount
	BILL NO. 1			
	PRELIMINARIES			
1	Preliminaries	Item		7 395.00
	Carried to Summary		ZAR	7 395.00
	Bill No. 1 Preliminaries PREPARED BY THE MPUMALANGA PROVINCIAL DEPARTMENT OF HUMAN SETTLEMENTS, PROGRAMME & PROJECT MANAGEMENT SECTION			

**REMOVAL OF ASBESTOS ROOFING AND REPLACEMENT WITH CONCRETE
ROOF TILES**

BILL NO. 2

Item No		Unit	Quantity	Rate	Amount
	<u>BILL NO. 2</u> <u>MASONRY</u> <u>NOTES</u> Attention is directed to the relevant sections of the Model Preambles for Trades which forms a part of this Bill and must be read in conjunction herewith.				
	<u>BEAMFILLING</u> <u>Brickwork of 7MPa cement bricks in class I mortar</u> 1 140mm thick half brick wall (Maxi Brick)	m2	17	400.00	6 800.00
	<u>BRICKWORK SUNDRIES</u> <u>Brick reinforcement and hoop iron ties</u> 2 75mm Wide reinforcement built in horizontally in foundations	m	131	4.00	524.00
	Carried to Summary			ZAR	7 324.00
	Bill No. 2 Masonry PREPARED BY THE MPUMALANGA PROVINCIAL DEPARTMENT OF HUMAN SETTLEMENTS, PROGRAMME & PROJECT MANAGEMENT SECTION				

**REMOVAL OF ASBESTOS ROOFING AND REPLACEMENT WITH CONCRETE
ROOF TILES**

~~SECRET~~

BILL NO. 3

Item No		Unit	Quantity	Rate	Amount
	<u>BILL NO. 3</u> <u>CARPENTRY AND JOINERY</u> <u>PREAMBLES</u> For preambles see "Specification of materials and methods to be used - OW 371"				
	<u>ROOFS, ETC.</u> <u>Plate nailed timber roof truss construction</u> The following is applicable in respect of roof trusses: Trusses are at maximum 1100mm centres Roof covering is 0,6mm corrugated iron sheeting on purlins. Ceilings are 4mm sheeting on 38 x 38mm brandering. The dimensions in the descriptions of the trusses are nominal and actual measurements are to be obtained on the site before design or fabrication commences. The design, manufacture and transportation of the roof trusses, bracing etc. shall be under the control of a registered Engineer (in accordance with the draft SABS Code of Practice for the Design of Timber Structure) and it shall be required from the manufacturer of the trusses to lodge a written guarantee that his construction has been designed by a qualified Structural Engineer and that he is in possession of a capability certificate issued by the Institute for Timber Construction Trusses must further be in accordance with SABS 0163 as well as the additional requirements of OW 371 Clause 8.10 and must be approved by the Representative/Agent. The manufacturer of the trusses shall supply a written guarantee that the trusses are designed, manufactured and erected to support the roof covering specified. The guarantee shall be valid for a period of 10 (ten) years. <u>Sawn softwood grade 4</u>				
	Carried to Collection			ZAR	Included
	Bill No. 3 Carpentry and Joinery PREPARED BY THE MPUMALANGA PROVINCIAL DEPARTMENT OF HUMAN SETTLEMENTS, PROGRAMME & PROJECT MANAGEMENT SECTION				

**REMOVAL OF ASBESTOS ROOFING AND REPLACEMENT WITH CONCRETE
ROOF TILES**

BILL NO. 3

Item No		Unit	Quantity	Rate	Amount
1	<u>Plate nailed timber roof truss construction</u> (Light Steel Frames) or Timber Truss construction to double pitched roof with hipped or gable ends and 1100mm high extreme including wall plates, trusses, jack rafters, permanent bracing including 38 x 52mm battens, purlins, etc. according to the manufacture specifications		Item		22 000.00
	Carried to Collection Bill No. 3 Carpentry and Joinery PREPARED BY THE MPUMALANGA PROVINCIAL DEPARTMENT OF HUMAN SETTLEMENTS, PROGRAMME & PROJECT MANAGEMENT SECTION			ZAR	22 000.00

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

Bill No. 3

COLLECTION

Page
No

37

38

Included

22 000.00

ZAR

22 000.00

Bill No. 3

Carpentry and Joinery

PREPARED BY THE MPUMALANGA PROVINCIAL DEPARTMENT OF HUMAN
SETTLEMENTS, PROGRAMME & PROJECT MANAGEMENT SECTION

THE UNIVERSITY OF CHICAGO

[illegible]

Abstract

Item No		Quantity	Rate	Amount
	BILL NO. 5			
	<u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u>			
	<u>CEILINGS ETC</u>			
	<u>NAILED UP CEILINGS</u>			
	6,4mm "Rhino" gypsum plasterboard with H-type pressed steel jointing strips			
1	Ceilings including 38 x 38mm sawn softwood brandering at 400mm centres m2	41	290.00	11 890.00
2	Extra over ceiling for 650 x 650mm trap door of 38 x 50mm wrought softwood rebated framing with one 38 x 50mm sawn softwood cross brander covered with ceiling board and fitted flush in opening No	1	650.00	650.00
	Rhino gypsum plasterboard cornices			
3	75mm Coved cornices m	54	65.00	3 510.00
	Carried to Summary		ZAR	16 050.00
	Bill No. 5 Ceilings			
	PREPARED BY THE MPUMALANGA PROVINCIAL DEPARTMENT OF HUMAN SETTLEMENTS, PROGRAMME & PROJECT MANAGEMENT SECTION			

**REMOVAL OF ASBESTOS ROOFING AND REPLACEMENT WITH CONCRETE
ROOF TILES**

BILL NO. 6

Item No		Quantity	Rate	Amount
	<u>BILL NO. 6</u> <u>PLASTERING</u> <u>PREAMBLES</u> For preambles see "Construction Specifications - General Specification (PW371-A)" and "Construction Specifications - Particular Specification (PW371-B)" <u>SUPPLEMENTARY PREAMBLES</u> Granolithic The method to be used shall be either the monolithic method or the bonded method For granolithic applied monolithically, the concrete floor shall be swept clean after bleeding of the concrete has ceased and the slab has begun to stiffen; any remaining bleed water shall be removed and the granolithic applied immediately thereafter. For granolithic to be bonded to the floor slab after it has hardened, the slab surface shall be hacked (preferably by mechanical means) until all laitance, dirt, oil, etc is dislodged and swept clean of all loose matter. The slab shall then be wetted and kept damp for at least six hours before applying the granolithic Granolithic shall attain a compressive strength of at least 41MPa. The coarse aggregate shall comply with SANS 1083 and shall generally be capable of passing a 10mm mesh sieve. Where the thickness of the granolithic exceeds 25mm, the size of the coarse aggregate shall be increased to the maximum size compatible with the thickness of the granolithic Granolithic shall be laid in panels not exceeding 14m² for monolithic finishes, not exceeding 9,5m² for bonded finishes and not exceeding 6m² for all external granolithic. Wherever possible, panels shall be square but at no time should the length of the panel exceed 1,5 times its width - Carried to Collection Bill No. 6 Plastering PREPARED BY THE MPUMALANGA PROVINCIAL DEPARTMENT OF HUMAN SETTLEMENTS, PROGRAMME & PROJECT MANAGEMENT SECTION			
			ZAR	Included

**REMOVAL OF ASBESTOS ROOFING AND REPLACEMENT WITH CONCRETE
ROOF TILES**

BILL NO. 6

Item No		Quantity	Rate	Amount	
	Where possible joints between panels shall be positioned over joints in the floor slab and shall be at least 3mm wide through the full thickness of the finish, separated by strips of wood or fibreboard and finished with V-joints Monolithic granolithic shall be applied to the partially set slab and thoroughly compacted and lightly wood floated to the required levels Bonded granolithic shall be applied to the slab after applying a 1:1 sand-and-cement slurry brushed over the surface and allowed to partially set before applying the granolithic. The granolithic shall be thoroughly compacted and lightly wood floated to the required levels After wood floating, the monolithic and bonded granolithic shall remain undisturbed until bleeding has ceased and the surface has stiffened. Any remaining bleed water and laitance shall then be removed and the surface steel trowelled or power floated Granolithic shall be covered with clean hessian with waterproof building foil over and kept wet for at least seven days after laying Coloured granolithic shall be tinted with an approved colouring pigment mixed into the granolithic in the proportion of 1kg pigment per pocket of cement, of uniform appearance and consistent colour throughout <u>INTERNAL PLASTER</u> Cement plaster steel trowelled, on brickwork				
1	On external walls	m2	17	90.00	1 530.00

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-11-2010 BY 60322 UCBAW

Bill No. 6

COLLECTION

Page
No

42

43

Amount

Included

1 530.00

Carried to Summary

ZAR

1 530.00

Bill No. 6

Plastering

PREPARED BY THE MPUMALANGA PROVINCIAL DEPARTMENT OF HUMAN
SETTLEMENTS, PROGRAMME & PROJECT MANAGEMENT SECTION

[REDACTED]

Item No		Quantity	Rate	Amount	
	BILL NO. 7 PAINTWORK <u>PREAMBLES</u> For preambles see "Construction Specifications - General Specification (PW371-A)" and "Construction Specifications - Particular Specification (PW371-B)" <u>SUPPLEMENTARY PREAMBLES</u> Paint specifications All painting shall be done in accordance with "Plascon" specifications unless otherwise described Colours Unless otherwise described paintwork on ceilings shall be deemed to be in the "White" colour group and paintwork on all other components shall be deemed to be in the "Pastel" colour group in accordance with the Natural Colour System (NCS) adopted by the SA National Standards <u>PAINTWORK ETC</u> <u>ON EXTERNAL FLOATED PLASTER SURFACES</u> Prepare and prime with "Plascon Plaster Primer (UC 56)" and apply two finishing coats "Plascon Super Acrylic Polvin" PVA paint				
1	On external walls	m2	17	80.00	1 360.00
	Carried to Summary		ZAR	1 360.00	
	Bill No. 7 Paintwork PREPARED BY THE MPUMALANGA PROVINCIAL DEPARTMENT OF HUMAN SETTLEMENTS, PROGRAMME & PROJECT MANAGEMENT SECTION				

**REMOVAL OF ASBESTOS ROOFING AND REPLACEMENT WITH CONCRETE
ROOF TILES**

BILL NO. 8

Item No		Quantity	Rate	Amount
	<u>BILL NO. 8</u> <u>PROVISIONAL SUMS</u> <u>SUPPLEMENTARY PREAMBLES</u> Note: Fuel, power and water for commissioning plant The cost of water, power and fuel for the commissioning of plant shall be borne by the sub-contractor appointed for the relevant sub-contract works in terms of the conditions under which they have/are contracted for the specialist work involved Profit Provisional sums are net and do not include builder's discount. The Contractor may allow next to "Profit" items for any profit he might consider necessary Attendance It will be expected from the Contractor to render all general attendance and, if specifically so described, special attendance services to each relevant Specialist, all in accordance with the Clauses set out in the "Preliminaries" section The item "Attendance" which follows each of the provisional sums for sub-contractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the sub-contractors, the following: 1. The services as set out in the clauses in the "Preliminaries" section 2. Making good in all trades and cleaning down and removal of rubbish on completion <u>PROVISIONAL SUMS</u> Electrical Installations Carried to Collection Bill No. 8 Provisional Sums PREPARED BY THE MPUMALANGA PROVINCIAL DEPARTMENT OF HUMAN SETTLEMENTS, PROGRAMME & PROJECT MANAGEMENT SECTION			
			ZAR	Included

THE UNIVERSITY OF CHICAGO

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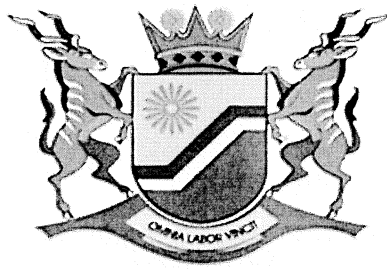
**Bill
No**

Page
No

1	Preliminaries	35		7 395.00
2	Masonry	36		7 324.00
3	Carpentry and Joinery	39		22 000.00
4	Roof Coverings	40		7 500.00
5	Ceilings	41		16 050.00
6	Plastering	44		1 530.00
7	Paintwork	45		1 360.00
8	Provisional Sums	48		5 500.00
	Sub-total		ZAR	68 659.00

ZAR	68 659.00
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human settlements

MPUMALANGA PROVINCE
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF HUMAN SETTLEMENTS

**NAME OF PROJECT: ERADICATION OF ASBESTOS ROOFED HOUSES IN MPUMALANGA
PROVINCE**

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR ASBESTOS WORK

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11. REGISTRATION WITH THE COMPENSATION FUND
12. SITE OHS FILE REQUIREMENTS
13. MONITORING OF OCCUPATIONAL HEALTH AND SAFETY PERFORMANCE, NCR'S & CNC'S
14. HOUSEKEEPING
15. DISPOSAL OF WASTE

PREAMBLE

The Department of Human Settlements Health and Safety Specifications document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognisance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Health & Safety Act, its associated regulations, the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document the requirements as laid out below are focused on all health, safety and environmental issues pertaining to the eradication of asbestos roofed houses in Mpumalanga Province. It is of vital importance that the contractor awarded the project, understands that this document is applicable in its entirety.

Every effort has been made by the Department of Human Settlements to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions be contained in this document, they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Department of Human Settlements. Where such possible inaccuracies, inconsistencies and/or inadequacies exist, the South African legislation, as indicated above, supersedes the Department of Human Settlement's Health and Safety Specifications.

Scope of Health and Safety Specification Document

The purpose of this specification is to guide the Contractor when carrying out "Type 3" asbestos work in order for him/her to ensure the health and safety of individuals and to minimize asbestos exposure to workers and the public during removal of roof sheets that contain asbestos.

Purpose

The Department of Human Settlements is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments and are further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

DEFINITIONS – As defined in the “ASBESTOS Abatement Regulations, 2020”

“Type 3 asbestos work” means *the removal, repair or encapsulation of any asbestos and asbestos-containing material*; and, requires registration as a type 3 registered asbestos contractor with the chief inspector;

“Approved plan of work” means a written site-specific methodology as contemplated in regulation 15 that is at least co-signed by the asbestos client, registered asbestos contractor and approved inspection authority;

“Asbestos clearance certificate” means a written document verifying that the regulated asbestos fibre concentration in the air meets the clearance indicator;

“Asbestos client” means any person for whom asbestos work is performed;

“Asbestos-containing material” means asbestos as well as any material that contains asbestos and includes asbestos cement products, asbestos coating, asbestos insulation board, asbestos insulation, asbestos textured decorative coatings, asbestos contaminated soil and other asbestos-containing materials;

“Asbestos disposal site” means a site specifically designated for the purpose of asbestos disposal in terms of the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008);

“Asbestos dust” means airborne or settled dust, which contains or is likely to contain regulated asbestos fibres;

“Asbestos removal site” means a workplace where asbestos removal work is performed;

“Asbestos removal supervisor” means a competent person responsible for supervision of physical asbestos work processes and coordination of asbestos removal on an asbestos removal site;

“Asbestos risk assessment” means a risk assessment and risk categorisation of potential exposure to asbestos dust;

“OEL” means the occupational exposure limit, the value of which is set by the Minister, for a stress factor in the workplace;

"OEL for asbestos" means an occupational exposure limit of 0,1 regulated asbestos fibres per millilitre of air measured in accordance with HSG 248;

"Registered asbestos contractor" means either a contractor, a mandatory or an employer who conducts type 2 asbestos work or type 3 asbestos work or asbestos removal work, who is registered with the chief inspector;

"Asbestos work" means work that exposes or is likely to expose an employee to asbestos dust, including transporting, storing, removing, handling, treating, repairing and disposing of asbestos;

"CAS No." means the Chemical Abstracts Service Registry Number;

"Chief Director: Provincial Operations" means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003, published as Government Notice R.929 in Gazette No. 25129 of 25 June 2003;

"Clearance indicator" means the measured airborne concentration of regulated asbestos fibres is less than 0,01 fibres per millilitre (f/ml), as measured in accordance with HSG 248 or an equivalent method.

Description of Work

The work specified herein is for the eradication of asbestos roofed houses in Mpumalanga Province on behalf of the Department of Human Settlements who is knowledgeable, qualified, and certified in the removal, treatment, handling, and disposal of type 3 asbestos-containing material, and the subsequent cleaning of the affected environment, who comply with the ASBESTOS ABATEMENT Regulations.

Requirements for the ASBESTOS Contractor

1. Registration Certificate as an ASBESTOS Contractor to perform Type 3 work with the Department of Employment and Labour.
2. Ensure that notification of asbestos work is given as contemplated in regulation 10(2).
3. Appoint an occupational health and safety officer who will monitor the work.
4. risk assessment is performed that includes:
 - identification of the hazards to which persons may be exposed;
 - an assessment of the risks related to the hazards based on a documented method; and

- documented control measures to mitigate the risk.
5. The risk assessment is reviewed
 - at regular documented intervals;
 - when an incident has occurred; and
 - when the scope of work changes.
 6. An up-to-date copy of the risk assessment is made available at the relevant asbestos work site.
 7. Prepare and submit a written asbestos management plan for approval which should include details as outlined in the **ASBESTOS ABATEMENT Regulations 6**.
 8. **Ensure that the approved plan of work is submitted to the Chief Director: Provincial Operations at least seven days prior to commencement of asbestos work.**
 9. Ensure that asbestos training certificates of employees are included in the OHS File.
 10. Appoint in writing an asbestos removal supervisor, who must ensure
 - occupational health and safety compliance on the asbestos removal
 - compliance with safe asbestos removal or repair procedures;
 - the correct use of personal protective equipment; and
 - proper decontamination and waste disposal.
 11. All workers to undergo medical surveillance done by an Occupational Medicine Practitioner and ensure that the employee medicals are available on site for inspection and validation.
 12. Valid Letter of good standing to be included in the OHS File.
 13. Fall protection plan and the appointment of a competent fall protection planner.
 14. Waste Management Plan.
 15. Working on heights training certificates.

Personal Protective Equipment

The Contractor should ensure that all workers are provided with respiratory protective equipment and protective clothing suitable for protection against regulated asbestos fibres to all persons who may be exposed to asbestos. Ensure that the respiratory protective equipment provides the appropriate level of protection for the type of asbestos work to be undertaken, and ensure that a person's exposure is adequately controlled.

The respiratory equipment provided to the workers should be capable of keeping the exposure level below the OEL for asbestos; the relevant equipment is correctly and properly used, stored and maintained; information, instruction, training and supervision that are necessary with regard to the use of the equipment are provided to the persons; and the equipment is kept in good condition and efficient working order.

The Contractor must ensure that no worker removes dirty or contaminated personal protective equipment from site, provided that where personal protective equipment contaminated with asbestos dust has to be disposed of, it must be treated as asbestos waste.

The Contractor must provide workers involved in type 3 asbestos work with a decontamination facility, in accordance with HSG 248, Chapter 9, which facility is readily accessible and located in an area where it will not become contaminated, to enable employees to meet a standard of personal hygiene consistent with the adequate control of exposure, and to avoid the spread of asbestos dust.

Labelling and Signage

All asbestos waste must be clearly labelled, as far as is reasonably practicable, using clearly visible and a sufficient number of labels that would adequately serve as a warning of potential exposure; and ensuring that a container or vehicle in which asbestos is transported is clearly identified in accordance with the UN Transport of Dangerous Goods or UN Orange Book.

Records

The following records should be kept on site of all inventories of asbestos in place; asbestos risk assessments, air monitoring results, medical surveillance reports, disposal certificates and clearance certificates as required by regulations 4, 5, 16, 17, 21(d) and 22(d), respectively.

Incident Management

Where a fatality or permanent disabling injury occurs during asbestos work, ensure that the Department of Human Settlements Safety Officer is notified immediately and a report about the fatality or injury is provided to the Chief Director: Provincial Operations as contemplated in section 24 of the Act, and in accordance with regulations 8 and 9 of the General Administrative Regulations, 2003, and that the report includes the measures that the contractor intends to implement to ensure safe asbestos work.

Registration with the Compensation Fund

The Contractor should be registered and in good standing with the Compensation Fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993.

Site File

The Department of Human Settlements' Vetting Requirements:

- No contractor may start on any site, without first submitting their hard copy HSE File, for approval by the Department of Human Settlements.
- Once HSE File is approved, the contractor may move onto site as per the project timeline, and ensure, before work begins, a printed copy of the HSE Site File as indicated below, is always on site, and kept up to date.

Site File Requirements

The Safety File to include the following:

1. The Appointment letter of Contractor
2. Health and Safety Plan
3. SHE Policy including PPE Policy
4. Organogram for the asbestos team
5. Asbestos Management Plan
6. Asbestos Risk Assessment
7. Notification of Asbestos work (Annexure 2)
8. A written approved plan of work
9. Safe work procedures aligned with risk assessment
10. Daily Inspection Registers (various)
11. All site HSE Appointments, ID's and all relevant competencies (including appointed competent fall protection planner)
12. Record of training certificates for Asbestos work and working on heights
13. Valid Medical Certificates done by a registered Occupational Medicine/health Practitioner
14. Asbestos Induction manual (visitors and employees register once off) and weekly Toolbox Talks (registers and topics)
15. Contractors "Letter of Good Standing" with the Compensation Commission
16. Emergency procedure for drivers carrying asbestos waste and safety precautions
17. WCL 2 Injury forms and Annexure 1 of the General Administrative Regulations
18. Applicable Checklists and Registers as specified in the "Health and Safety Plan"

19. Fall Protection Plan

IMPORTANT:

The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

Monitoring of Occupational Health and Safety Performance, NCR's & CNC's

The Department of Human Settlements will monitor the project by doing ad-hoc site visits and monthly compliance audits. For any HSE issues found, a Site Instruction will be issued. Corrective Actions should be actioned and documented either within 2 hours, 4 hours, 24hrs, 2 days or 5 days, dependant on the NCR's requirements.

Where a Critical Non-Conformance (CNC) is found, The Department of Human Settlements Management will issue a Stop-Work site instruction and no further work may commence on that site until the Department of Human Settlements' Safety Department is satisfied that corrective action has taken place and all necessary steps have been implemented to prevent any future incidence.

CNC are issues where the contractor knowingly has put his employees or contract workers life at risk of injury, death, or disablement.

Please note, CNC's may lead to contract/contractor re-assessment and the contractor is at risk of being removed off the Accredited Contractors List by the Department of Human Settlements' Management.

HOUSE KEEPING

Good housekeeping must always be maintained as per Construction Regulation No. 27. Poor housekeeping contributes to three major problems, namely, costly, or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

Emphasis is to be placed on the following crucial elements of a construction site:

- Storage facilities
- Waste disposal
- Ablution and hygiene facilities
- First aid

This list must not be taken to be exclusive or exhaustive!

Disposal of Waste

The Contractor must, as far as is reasonably practicable, ensure that:

- all asbestos waste is placed in containers that will prevent exposure during handling;
- the premises, structure or area are thoroughly checked to ensure that all asbestos waste intended for disposal has been removed;
- all vehicles, reusable containers or any other similar articles, which have been in contact with asbestos waste, are cleaned and decontaminated after use in such a way that such vehicles, containers or similar articles do not cause a hazard inside or outside the workplace concerned;
- a document is obtained from the asbestos disposal site;
- all asbestos waste is disposed of only on sites specifically designated for this purpose in terms of the Environment Conservation Act, 1989, and the National Environmental Management: Waste Act, 2008; and
- the drivers of vehicles carrying asbestos waste are provided with written instructions on safety precautions and emergency procedures.

Specifications Approved by:

Ms H.N. Zitha
Acting Head of Department
Department of human Settlements

Contractor's Acknowledgement:
**Receipt of THE DEPARTMENT OF HUMAN SETTLEMENTS's Health &
Safety Specifications (ASBESTOS ROOF REMOVAL)**

Acknowledgement:

I, _____ representing
_____ (Contractor), have satisfied myself
with the content of THE DEPARTMENT OF HUMAN SETTLEMENTS's Health and Safety
specification and shall ensure that our employees shall comply with the requirements of this
document, our safety documentation and the Asbestos Abatement Regulations.

Signature: _____

Position: _____

Date: _____

Comments:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....
 ...

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (name)..... in
 submitting the accompanying bid, do hereby make the following
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.

² 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.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

 Signature

Date

.....

.....

Position

Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to ~~not exceed~~ R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
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.

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		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
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

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 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-BBE 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	
	
	

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5

of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD 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 (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

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

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

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

Js914w 2

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....
 ...

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (name)..... in
 submitting the accompanying bid, do hereby make the following
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.

² 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.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

 Signature

Date

.....

 Position Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2
- a) The value of this bid is estimated to ~~not exceed~~ R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable; or
 - b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 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.

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	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	☐	☐
Black people who are youth	☐	☐
Black people who are women	☐	☐

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
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

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 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-BBE 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
.....
.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5

of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD 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 (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

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

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

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

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)