

**BID DOCUMENT:**

**DE-WEEDING, PEST CONTROL AND PRUNING OF TREES IN  
DISTRIBUTION CENTRES, PRIMARY SUBSTATIONS AND MINIATURE  
SUBSTATIONS IN CENTLEC AREA OF SUPPLY.**

**BID NUMBER: CD 44/2025**

**CLOSING DATE AND TIME: 03 March 2025, 11:00**

<p><b>EMPLOYER :</b></p> <p><b>CENTLEC (SoC) LTD</b></p> <p><b>30 Rhodes Avenue Oranjesig Bloemfontein 9301</b></p> <p><b>Represented by:</b> Mr MS Sekoboto Chief Executive Officer</p>	<p><b>FOR ENQUIRES:</b></p> <p><b>TECHNICAL ENQUIRIES:</b> Engineering Department: Network Operations and Maintenance</p> <p>Email: <a href="mailto:lourence.bango@centlec.co.za">lourence.bango@centlec.co.za</a>, <a href="mailto:piet.niemann@centlec.co.za">piet.niemann@centlec.co.za</a></p> <p><b>ADMINISTRATIVE ENQUIRIES:</b> Supply Chain Management Snr SCM Practitioner: Me. Palesa Makhele Email: <a href="mailto:Palesa.Makhele@centlec.co.za">Palesa.Makhele@centlec.co.za</a></p>
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**Name of Bidder** : .....

**Bid Amount (Incl. Vat)** : .....

**Amount in Words (Inc. Vat)** : .....

**CSD Registration Number** : .....

**SUMMARY FOR BIDDERS` DETAILS**

**NAME OF BIDDER** : \_\_\_\_\_

**ADDRESS** : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CELLPHONE NUMBER:** \_\_\_\_\_

**TELEPHONE NUMBER :** \_\_\_\_\_

**FAX NUMBER** : \_\_\_\_\_

**E-MAIL ADDRESS** : \_\_\_\_\_

**CLOSING DATE** : \_\_\_\_\_

Signed by authorised representative of the BIDDER: \_\_\_\_\_

**DATE:** \_\_\_\_\_

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## 1. PART T 1: BIDDING PROCEDURES

### 1.1 GENERAL

#### 1.1.1 BID NOTICE

CENTLEC (SOC) Ltd Municipal Entity distributing electricity in Mangaung, invites suitable bidders to bid for a cost effective and reliable service for de-weeding, pest control and pruning of trees in distribution centres, substations and miniature substations in CENTLEC (SOC) Ltd area of supply for a period of thirty-six (36) months.



Table 1: Preferential Procurement Policy Framework

Bid No.	Description	Non-Refundable Bid Document Price	Compulsory Briefing Session	Price Preference Point System	Bid Closing Date and Time	Minimum Functionality Score
CD 44/2025	CENTLEC (SOC) Ltd Municipal Entity distributing electricity in Mangaung, invites suitable bidders to bid for a cost effective and reliable service for de-weeding, pest control and pruning of trees in distribution centres, substations and miniature substations in CENTLEC (SOC) Ltd area of supply for a period of thirty-six (36) months.	NOT APPLICABLE	<p><b>Dates: 05 – 07 February 2025</b></p> <p><b>Time: 10:00</b></p> <p><b>Supply Chain Management Offices</b></p> <p>NB! It is compulsory for all prospective bidders to attend for all three (3) days</p>	90/10	<b>03 March 2025, 11:00</b>	75%

Preferential Procurement Policy Framework Act No.5 of 2000: Preferential Procurement Regulations 2022 and Supply Chain Management Policy of Centlec (SoC) Ltd will apply in the adjudication process. Method 4 of evaluation of the acceptable proposals will be applied, and responsive bids are expected to score at least a minimum of 75 out of 100 points (75%) for functionality points to be considered for further evaluation. Bids will be adjudicated according to the 90/10 of the Price Preferential point system.

**The following mandatory returnable documents forms part of the qualification criteria into the panel:**

- i Certified Copy of Company Registration certificate.
- ii Certified Copy(s) of Company director(s) Identification Documents.
- iii Full CSD (not a summary) registration report (to be verified during adjudication).
- iv Supply municipal services (water, sanitation, rates, and electricity) clearance certificate or Lease Agreement with a current Bill and rates clearances, or Current Bill of Account not owing more than 90 days. In a case where the services are paid by the Landlord, the signed lease agreement and statement of account must be submitted by the bidder. In an event, that the Bidder utilizes prepaid services (e.g. Water or electricity) a valid municipal clearance certificate(s) must still be provided.
- v Valid Letter of Good Standing (COIDA) from Department of Labour and other relevant authorities.
- vi Valid SARS TCS (Tax Compliant Status) Pin.
- vii Completion of all relevant and necessary document forms including all MBD forms.
- viii Three Year's Audited Financial Statements/ Audited Financial Statements from the date of the inception of the company and a signed letter from the auditing company proving that the financial statements have been audited.
- ix Valid Proof of Indemnity (Insurance) of not less than R2m for the duration of the contract.
- x Valid proof of Authority to sign the Bid.
- xi Certified Copy of Company Registration certificate.

Bids within the Panel will be subjected to the, CENTLEC Supply Chain Management Policy, and its Preferential Procurement Policy (PPR 2022). Original or certified valid copy of Specific Goals Certificate / or sworn Specific Goals affidavit must be submitted to claim preference points. Bidders who do not submit Specific Goals Status Level Verification Certificates or are non-compliant contributors to Specific Goals do not qualify for preference points for specific goals but will not be disqualified from the bidding process.

This bid document should be in a sealed envelope duly endorsed "**BID NUMBER AND DESCRIPTION.**" must be placed in the bid box situated at 30 Rhode Avenue, Oranjesig, Bloemfontein, 9301 on or before **03 March 2025**. Bidders are mandated to write their names, name of the bidding entity, contact details including e-mail addresses on the bid submission register next to the Bid Box as proof for submission, failure which, submission will NOT be considered for evaluation.

**Collection of bid documents:** Bid documents can be obtained on the municipal website: [www.centlec.co.za](http://www.centlec.co.za), the e-tender portal ([www.e-tender.gov.za](http://www.e-tender.gov.za)) from the 24 January 2025. Bids received after closing date and time, faxed, completed with pencil, tipexed, incomplete document or e-mailed will not be considered.

**NOTE:** Only those bidders who are registered on the Central Supplier Database (CSD) registered prospective bidders are eligible to submit bids. The entity reserves the right to appoint more than one service provider. The entity does not bind itself to accept or award the lowest priced bid. The Council may elect to accept only part of the successful bid. Entity reserves the right not to appoint or withdraw the bid and the right to award the bid wholly or partly at its sole discretion. The adjudication process and the award, if an award is made, will conform to the requirements of the Supply Chain Management Regulations, the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations of 2022. Only the version of this notice and invitation contained in the bid document shall form part of the bid. No correspondences will be entered into with regards to evaluation scores obtained. Bids may only be submitted on the original bid documentation that is issued by the employer. Bids are valid for a period of one hundred and twenty (120) days after closing date.

*If you do not hear from us within 120 days after the closing date, please consider your bid unsuccessful, you can also visit Centlec website as all awarded bids are published.*

**MBD1**

**PART A: INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF CENTLEC SOC LTD</b>					
<b>BID NUMBER:</b>	CD 44/2025	<b>CLOSING DATE:</b>		<b>CLOSING TIME:</b>	11:00
<b>DESCRIPTION</b>	<b>DE-WEEDING, PEST CONTROL AND PRUNING OF TREES IN DISTRIBUTION CENTRES, PRIMARY SUBSTATIONS AND MINIATURE SUBSTATIONS IN CENTLEC AREA OF SUPPLY.</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED ***IN THE BID BOX SITUATED AT (STREET ADDRESS)***

30 Rhode Avenue,					
Oranjesig					
Bloemfontein					
9301					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
SPECIFIC GOALS STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		SPECIFIC GOALS STATUS LEVEL/ SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

[A SPECIFIC GOALS STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Engineering Wires
CONTACT PERSON	Ms. P Makhele	CONTACT PERSON	Mr. Piet Niemann Mr. Lourence Bango
TELEPHONE NUMBER	051 412 2753	TELEPHONE NUMBER	051-409 2283 051-409 2232
FACSIMILE NUMBER	n/a	FACSIMILE NUMBER	n/a
EMAIL ADDRESS	<a href="mailto:Palesa.Makhele@centlec.co.za">Palesa.Makhele@centlec.co.za</a>	EMAIL ADDRESS	<a href="mailto:Lourence.Bango@centlec.co.za">Lourence.Bango@centlec.co.za</a> <a href="mailto:Piet.Niemann@centlec.co.za">Piet.Niemann@centlec.co.za</a>

### 1. BID SUBMISSION

1.1 BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

**1.2 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**

1.3 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

## PART B TERMS AND CONDITIONS FOR BIDDING

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.8 SUPPLY MUNICIPAL SERVICES (WATER, SANITATION, RATES, AND ELECTRICITY) CLEARANCE CERTIFICATE OR LEASE AGREEMENT WITH A CURRENT BILL AND RATES CLEARANCES, OR HARDWARE CURRENT BILL OF ACCOUNT NOT OWING MORE THAN 90 DAYS. IN A CASE WHERE THE SERVICES ARE PAID BY THE LANDLORD, THE SIGNED LEASE AGREEMENT AND STATEMENT OF ACCOUNT MUST BE SUBMITTED BY THE BIDDER.

2.8.1 IN AN EVENT THAT THE BIDDER UTILIZES PREPAID SERVICES (E.G. WATER OR ELECTRICITY) A VALID MUNICIPAL CLEARANCE CERTIFICATE(S) MUST STILL BE PROVIDED.

2.9 SUBMIT PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRALIZED SUPPLIER'S DATABASE.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1 IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES  NO

3.2 DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES  NO

3.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES  NO

3.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES  NO

3.5 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

SIGNATURE OF BIDDER: : .....  
CAPACITY UNDER WHICH THIS BID IS SIGNED : .....  
DATE: : .....

**4. MANDATORY RETURNABLES, BID RULES AND INSTRUCTIONS (FAILURE TO COMPLY WITH THE PRE-SET REQUIREMENTS,**

- 4.1 DULY COMPLETED AND SIGNED MBD 1 FORM BY SERVICE PROVIDER AND FORMAL WRITTEN PRICE QUOTATION BY THE BIDDER.
- 4.2 COMPLETION AND SIGNING OF ALL DECLARATION FORMS (MBD)
- 4.3 SUBMISSION OF A VALID SARS TCS PIN
- 4.4 PROOF AND DECLARATION THAT THE BIDDER IS NOT IN ARREARS OF MUNICIPAL RATES MORE THAN 90 DAYS
- 4.5 PROOF OF REGISTRATION WITH RECOGNIZED PROFESSIONAL BODIES .
- 4.6 BIDDER MUST PROVIDE CERTIFIED ID COPIES OF ALL DIRECTORS, SHAREHOLDERS, AND PARTNERS.
- 4.7 ALL CERTIFIED COPIES MUST NOT BE OLDER THAN SIX (06) MONTHS FROM CLOSING DATE.
- 4.8 CERTIFIED COPY OF COMPANY REGISTRATION CERTIFICATE TO BE ATTACHED WITH THE BID DOCUMENT
- 4.9 CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION NUMBER, AND
- 4.10 DECLARATION THAT BIDDER IS NOT IN ARREARS OF ANY MUNICIPAL RATES, MUNICIPAL RATES OF EACH COMPANY DIRECTOR, VALID LEASE AGREEMENT AND LEASE DECLARATION BY LESSOR OR PROOF OF RESIDENCE FROM THE MUNICIPAL COUNCIL (IF OPERATING BUSINESSES FROM AN INFORMAL NON-BILLED RESIDENTIAL AREA)

*NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE. ALL CERTIFIED COPIES MUST NOT BE OLDER THAN SIX MONTHS FROM BID CLOSING DATE. COPIES OF CERTIFIED COPIES WILL NOT BE CONSIDERED AS VALID COPIES.*

**BID DATA**

Clause	Wording (Data)
	The employer is Centlec (SOC) Ltd.
	<p>The bid documents issued by the employer comprise:</p> <p><b>PART T1 : BIDDING PROCEDURES</b> T1.1: Bid Notice and Invitation to Bid T1.2: Bid Data</p> <p><b>PART T2 : RETURNABLE DOCUMENTS</b> T2.1: List of Returnable Documents</p> <p><b>PART C2 : SCOPE OF WORKS</b> <b>C2 Terms of Reference</b> <b>APPENDICES</b> <b>C2.5 Annexes</b></p>
	<p>The Employer's agent is:</p> <p>The Chief Executive Officer Mr. MS Sekoboto</p> <p>Centlec (SOC) Ltd 30 Rhodes Avenue Oranjesig Bloemfontein 9301</p>
	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <p>a) CSD Registered service providers. b) Bidders not listed on National Treasury's Bid Defaulters Database and Restricted suppliers. c)</p>
	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p><b>Location of bid box:</b> Centlec (SOC) Ltd Supply Chain Management Offices <b>Physical address:</b> 30 Rhodes Avenue, Oranjesig, Bloemfontein 9301</p>
	Postal address: 30 Rhodes Avenue, Oranjesig, Bloemfontein 9301
	A two-envelope procedure will not be followed.
	<p>Compulsory Briefing Meeting Date and Time: Bidders must attend all site briefing sessions for three days. <b>Dates: 05 – 07 February 2025</b> <b>Time: 10:00</b> <b>Supply Chain Management Offices</b></p>
	<b>The closing time for submission of bid offers is: 11:00</b>

	Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will NOT be accepted.
	<b>The bid offer validity period is 120 days.</b>

Clause	Wording (Data)
	The bid shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
	<b>The bidder is required to submit the following certificates with his bid:</b> Particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if >R10 000 incl. VAT); and
	The time and location for opening of the bid offers are in accordance with regulation 23 of the MFMA
	<b>Functionality Requirements:</b> Prospective Bidders are required to score a minimum of <b>75 points or 75%</b> for them considered for further evaluation
	<b>the B-BBEE balanced scorecard -</b> Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their Specific Goals rating claims as stipulated in the Preferential Procurement Policy Framework Act, Act No.5 of 2000 and Preferential Procurement Regulation 2022.
	<b>Bid offers will only be accepted on condition that :</b> the bidder has in <u>his or her possession</u> an original Tax Clearance Certificate / valid and compliant SARS TCS Pin issued by the South African Revenue Services;
	a) the bidder is registered with the Central Supplier Database of National Treasury; b) the bidder or any of its directors is not listed in the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
	<b>the bidder has not:</b> c) abused the Employer's Supply Chain Management System; or i) failed to perform on any previous contract and has been given a written notice to this effect; and ii) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially comprise the bid process.
	d) The number of paper copies of the signed contract to be provided by the Employer is ONE (1).
	The Entity reserves the right to appoint more than one service provider. The Entity reserves the right to cancel or withdraw the bid, or not to award.

**Part T 2.1 LISTS OF RETURNABLE DOCUMENTS (*Bidder Must comply with the set out Schedules below, bid rules and Instructions, failure to comply will result in bid being nonresponsive*). THE FOLLOWING FORMS and documents are mandatory returnable for bids to be considered responsive:**

- i. Certificate of Attendance at clarification meeting (not applicable).
- ii. Record of addenda (where applicable).
- iii. Certificate of Authority of Signatory and Proof / Letter of Authority to Sign Bid Document.
- iv. Registration certificate / Agreement / Identity Documents.
- v. Tax Clearance Requirements – Valid SARS TCS PIN.
- vi. Declaration by Bidder MBD 4 (Declaration of Interest).
- vii. Declaration by Bidder MBD 5 (Procurement expected to exceed R10m).
- viii. Declaration by Bidder MBD 6.1 (Preference Claim Points).
- ix. Declaration by Bidder MBD 8 (Bidder's Past Supply Chain Management Practices).
- x. Declaration by Bidder MBD 9 (Certificate of Independent Bid Determination).
- xi. Comprehensive (Not Summary) Central Supplier Database (CSD) Report.
- xii. Supply municipal services (water, sanitation, rates, and electricity) clearance certificate or Lease Agreement with a current Bill and rates clearances, or Current Bill of Account not owing more than 90 days. In a case where the services are paid by the Landlord, the signed lease agreement and statement of account must be submitted by the bidder. In an event, that the Bidder utilizes prepaid services (e.g. Water or electricity) a valid municipal clearance certificate(s) must still be provided.
- xiii. Valid proof of Indemnity (Insurance cover).
- xiv. Valid Letter of Good Standing (COIDA) from Department of Labour and other relevant authorities.
- xv. Compulsory Enterprise Questionnaire.
- xvi. Company Latest Three Year's Audited Financial Statements.

***List of other Returnable documents for Evaluation purposes:***

- i. Copy of certified B-BBEE SANAS certificate or valid Sworn affidavit certificate
- ii. Minimum requirement stipulated on the call for bids, must also be adhered to.

*Note: In Addition: Bidders who fail to comply with the underneath pre-set Bid Instructions and Rules will not be accepted (will be rejected as non-responsive):*

*All certified documents must not be older than three months from bid closing date, all alterations and cancellations to bid document must be signed by the authorised signatory, employer reserves the right to disqualify bidders for infringing any of the Standard Bid Conditions, rules and issued instructions. ALL pages of the bid document must be initialled by authorised signatory. Copies of certified copies will not be accepted as valid copies. Bidder's whose names appear on the National Treasury list of Restricted Suppliers and Defaulters will not be accepted.*

**PROOF / CERTIFICATE OF ATTENDANCE AT SITE MEETING – MUST BE COMPLETED.**

This is to certify that (*bidder*)..... of  
(*address*).....

.....  
.....was represented by the person(s) named below at  
the compulsory meeting held for all bidders at (*location*)  
.....on (*date*).....starting at (*time*)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the bid documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the bid.

**Particulars of person(s) attending the meeting:**

Name:..... Signature:.....  
Capacity:.....  
Name:..... Signature: .....

**Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:**

Name: ..... Signature: .....

Capacity: .....Date and Time: .....

**RECORD OF ADDENDA TO BID DOCUMENTS**

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

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		

Attach additional pages if more space is required. Bidders are required (mandatory to sign the underneath declaration) irrespective of an Addendum issued or not.

**Signed**.....

**Date**.....

**Name**.....

**Position**.....

**Bidder**.....

## CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the bidder by ticking the appropriate box hereunder. The bidder **MUST** complete the certificate set out below for the relevant category, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents. Bidders MUST** attach valid Proof of Authority to sign the bid to this form under the Company's Letterhead.

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

**(I) CERTIFICATE FOR COMPANY**

I, ..... chairperson of the Board of Directors of  
..... hereby confirm that by resolution of the Board (copy attached) taken

On .....20..... Mr/Ms ..... acting in the capacity of  
.....  
was authorized to sign all documents in connection with the bid for Contract No .....  
and any contract resulting from it, on behalf of the company.

**Chairman** : .....

**As Witnesses** : 1. ....

2. ....

**Date** : .....

**(ii) CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as.....

.....hereby authorise

Mr/Ms..... acting in the capacity of.....to sign all documents in connection with the bid for Contract No ..... and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.**

**(iii). CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as, ..... hereby authorize Mr/Ms ..... acting in the capacity of.....to sign all documents in connection with the bid for Contract No .....and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**(IV) CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize

Mr/Ms.....authorized signatory of the company,.....

acting in the capacity of lead partner, to sign all documents in connection with the bid offer for Contract No

.....and any contract resulting from it, on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE NAME AND CAPACITY
Lead Partner		

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

**(V) CERTIFICATE FOR SOLE PROPRIETOR**

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

.....

Signature of Sole owner .....

As Witnesses:

1. ....

2. .... Date .....

**CERTIFIED COPIES OF REGISTRATION CERTIFICATE / AGREEMENT/ ID DOCUMENT**

*(Important note to Bidder: certified copies of Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and must be inserted here)*

## **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. Bidder must attach a valid SARS TCS Tax Compliance Status Pin Failure to submit the valid Tax Compliance Status (TCS) PIN from SARS will invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate SARS Tax Compliance Status Pin

**MBD 3.1**

**PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid Number.....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR.....**120**...DAYS FROM THE CLOSING DATE OF BID.

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY NO. **(ALL APPLICABLE TAXES INCLUDED)
------	----------	-------------	--

No.	SUM		R
-----	-----	--	---

- Required by: .....
- At: .....
- Brand and Model N/A
- Country of Origin .....
- Does the offer comply with the specification(s)? \*YES / NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- \*Delivery: Firm / Not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state. \*

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take oath declaring his/her interest.

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

Full Name: .....

Identity Number: .....

Company Registration Number: .....

VAT Registration Number: .....

Are you presently in the service of the state? **Yes / No**

If so furnish particulars: .....

.....

Have you been in the service of the state in the last twelve months? **Yes / No**

If so furnish particulars .....

.....

---

MSCM Regulations: "in the service of the state" means to be-

(a) a member of

- (1) any municipal council;
- (2) any provincial legislature; or
- (3) the national Assembly or the national Council of PROVINCES;

- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or

(e) constitutional institution within the meaning of the Public Finance Management Act, 1999 (act no 1 of 1999);

(f) a member of the accounting authority of any national or provincial Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **Yes / No**

If so, furnish particulars.....  
.....

Are you, aware of any relationship (family, friendly, other) between a bidder and persons in the service of the state who may be involved with the evaluation and adjudication of this bid. **Yes / No**

If so, furnish  
particulars.....  
.....

Are any of the company's directors, managers, principle Shareholders or stakeholders in the service of the State? **Yes / No**

If so, furnish particulars.....  
.....

Is any spouse, child, or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state? **Yes / No**

If so, furnish particulars.....  
.....

**CERTIFICATION**

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

.....  
**CERTIFY THAT THE INFORMATION FURNISHED ON THE DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**POSITION**

**MBD 5**

**DECLARATION FOR PROCUREMENT ABOVE R10-MILLION (ALL APPLICABLE TAXES INCLUDED) for all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:**

		Tick applicable box	
1.	By law you are required to prepare annual financial statements for auditing?	Yes	No
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality OR MU for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	Yes	No
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If yes, provide particulars:		
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	Yes	No
3.1	If yes, provide particulars:		
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes	No
4.1	If yes, provide particulars:		

**CERTIFICATION**

I, the undersigned certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

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

MBD 6.1

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

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

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

---

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

- a) The value of this bid is estimated **to exceed R 50 000 000** and
- b) therefore the **90/10** preference point system will be applied.

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

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

**1.4 To be completed by the organ of state:**

The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	<b>10</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

**1.6** The organ of state reserves the right to require of a 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 organ of state.

## 2. DEFINITIONS

(a) **“bid”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive bidding process or any other method envisaged in legislation;

(b) **“price”** means an amount of money bided for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **“bid for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

(f) DC – Distribution Centre

(g) MSDS - Material Safety Datasheets

(h) PPE – Personal Protective Equipment

(i) SOC – State Owned Company

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration



**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

**Note to bidders: The bidder *MUST* indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)
<b>50% or more Black Owned enterprise</b> <i>To be verified through CIPC Certificate, or share certificate CSD Report</i>	<b>10</b>		<b>5</b>	
<b>50% or more Women shareholding</b> <i>To be verified through CIPC Certificate, or share certificate CSD Report</i>	<b>5</b>		<b>2.5</b>	
<b>50% or more Youth shareholding</b> <i>To be verified through CIPC Certificate, or share certificate CSD Report</i>	<b>5</b>		<b>2.5</b>	
<b>Total Specific Goals Points</b>	<b>20</b>		<b>10</b>	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

- (a) disqualify the person from the 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 from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF BIDDER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – MBD 8**

- 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
1.1	Is the Bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(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).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	<b>Is the Bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</b> <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Bid Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	Was the Bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.3.1	If so, furnish particulars:		
1.4	Does the Bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the Bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.5.1	If so, furnish particulars:		

**\*where the entity bidding is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule**

## 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.

Signed

Date

-----

-----

Name

Position

-----

-----

***Bidder***

-----

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:  
I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**PROOF OF CSD REGISTRATION**

Bidders MUST attach Proof of Comprehensive CSD registration report hereto and provide CSD Supplier Number:

MAAA\_\_\_\_\_

**CERTIFICATION**

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

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

**I FURTHER UNDERTAKE FULL REPSONSIBILITY FOR ANY INCORRECT INFORMATION PROVIDED AND THAT THE EMPLOYER (CENCTLEC SOC LTD) MAY NOT BE HELD ACCOUNTABLE FOR INCORRECT INFORMATION PROVIDED.**

<b>Signed</b> .....	<b>Date</b> .....
<b>Name</b> .....	<b>Position</b> .....

***Bidder***  
.....

**MUNICIPAL UTILITY ACCOUNT / LEASE AGREEMENT / PROOF OF RESIDENCE**

***(Affix hereto RECENT / LATEST proof of municipal services account for tax & rates STATEMENT not owing more than three (3) months hereto) / Valid lease Agreement (Proof that leased premises rates are not in arrears for more than 90 days) / Proof of Residence for bidders that reside in non-billed municipal area or jurisdiction.***

***Bidders MUST complete the clearance certificate a set out below.***

## CLEARANCE CERTIFICATE FOR WATER & LIGHTS

**Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.**

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality in the municipal area where the service provider conduct his / her business or if the bidder is a tenant, a Letter from the Landlord stipulating the office space leased and the payment status of the service charges. Should the above not be applicable NO AFFIDIVIT will be acceptable ONLY AN OFFICIAL COUNCIL LETTER OF RESIDENCE from bidders residing in non-billed areas will be acceptable (subject to verification)

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

QUESTIONS		YES	NO
1.	Do you own a property?		
2.	Do you receive a municipal rates account?		
3.	Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?		
4.	If yes, provide the following details:		
4.1	<input type="checkbox"/> Municipality name		
4.2	<input type="checkbox"/> Municipal account number		
5.	<b>If yes, please attach proof in the form of the original or certified copy of the bidder's municipal rates and taxes account not older than 3 months</b>		
6.	Does the bidder lease / rent the property where the business is situated?		

7	If yes, provide the following details:		
7.1	<input type="checkbox"/> Landlord name		
7.2	<input type="checkbox"/> Address property is situated		
7.3	<input type="checkbox"/> Contact number of landlord		
8.	<b>Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof</b>		
I, ( <i>Insert full name</i> )			
of ( <i>insert physical address</i> )			
being a Director, Principal Shareholder, owner of company ( <i>Insert company name</i> )			
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
<b>SIGNATURE:</b>		<b>DATE:</b>	

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

**Names of all directors, their ID numbers and municipal account number.**

Director / Shareholder / partner	ID Number of Director / Shareholder / Partner	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)	Municipality where the account is held

Certified copies of municipal accounts mentioned of each Director, Shareholder, and partner listed above (Not older than 3 months).

**CERTIFICATION**

**(AUTHORISED SIGNATORY)**

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

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

**I FURTHER UNDERTAKE FULL REPSONSIBILITY FOR ANY INCORRECT INFORMATION PROVIDED AND THAT THE EMPLOYER (CENTLEC SOC LTD) MAY NOT BE HELD ACCOUNTABLE FOR INCORRECT INFORMATION PROVIDED.**

Signed.....

Date.....

Name.....

Position.....

*Bidder*

.....  
 ..

**COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1:**

**Name of Enterprise:** .....

**Section 2: VAT registration number,**

**if any:** .....

**Section 3: CIDB registration number,**

**if any:** .....

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

Name*	Identity number*	Personal income tax number*

\*complete only if sole proprietor or partnership and attach separate page if more than three partners

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

Company registration number.....

Close corporation number.....

Tax reference number.....

**Section 6: record of service of the state**

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

- A member of any provincial legislature
- A member of the national assembly or the National Council of Province
- A member of the board of directors of any Municipal entity
- An official of any municipality or municipal entity
- A member of any municipal council
- An employee of any provincial department national or provincial public entity or constitutional institution within the meaning of public finance management Act, 1999 (act 1 of 1999)
- A member of an accounting authority of any national or provincial public entity
- An employee of parliament or a provincial legislature

**If any of the above boxes are marked, disclose the following:** (insert separate page if necessary)

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

\*insert separate page if necessary

**Section 7:** Indicate by marking the relevant boxes with a cross, if any sole proprietor, partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- A member of any provincial legislature
- A member of the national assembly or the National Council of Province
- A member of the board of directors of any Municipal entity
- An official of any municipality or municipal entity
- A member of any municipal council
- An employee of any provincial department national or provincial public entity or constitutional institution within the meeting of public finance management Act, 1999 (act 1 of 1999)
- A member of an accounting authority of any national or provincial public entity
- An employee of parliament or a provincial legislature

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

\*insert separate page if necessary

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

- (i) Authorise the employer to obtain a tax clearance certificate from the South African Revenue services that my/our tax matters are in order;
- (ii) Confirms that the neither the name of the enterprise or the name of any partner, manage, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the register on the bid defaulters established in terms of the prevention and combating of corrupt activities Act of 2004;
- (iii) Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- (iv) Confirms that I / we are not associated, linked or involved with any other bidding entities submitting bid offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- (v) Confirms that the contents of this questionnaire are within my personal knowledge and are to be the best
- (vi) Of my belief both true and correct.

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

Name.....

Position.....

Bidder.....

<b>COMPANY INFORMATION:</b>	
<b>HEAD OFFICE</b>	
<b>Physical address</b> Building: Street: Suburb: City/Town: Province District/Metropolitan Council: Local Municipality:	
<b>Postal address</b>	
<b>Telephone no.</b>	
<b>Fax no.</b>	
<b>E-mail</b>	
If subsidiary company- state name of holding company	

**DETAILS OF BRANCH OFFICES:**

<b>BRANCH OFFICE</b>	
<b>Physical address</b> Building: Street: Suburb: City/Town: Province District/Metropolitan Council: Local Municipality:	
<b>Postal address</b>	
<b>Telephone no.</b>	

<b>Fax no.</b>	
<b>E-mail</b>	
If subsidiary company- state name of holding company	

## C2.1 EVALUATION CRITERIA

Proposals documents will be evaluated in three phases. The evaluation criteria for the assessment of the proposals will be on mandatory returnable documents, functionality and financial aspects.

### **In the first phase:**

Bids will be evaluated on mandatory returnable documents as listed and required in the document.

### **In the second phase:**

Proposals will be evaluated according to the functionality criteria indicated apart from those laid down in the preferential procurement regulations, 2022 pertaining to the preferential procurement policy framework Act 5 of 2000. Bidders are expected to score a minimum of **75%** to be ACCEPTED:

## **QUALITY / FUNCTIONALITY EVALUATION OF THE PROPOSALS: EVALUATION CRITERIA**

No.	Criteria	Guidelines for criteria application	Min. Points	Max. Points	Verification method
1.	Track Record and Previous Experience	<p>Has the bidder successfully provided these services in the last four (4) years? A minimum of two (2) reference letters of confirmation is required where the works were completed. The letter should be signed by the duly authorized company representative.</p> <p>Minimum of two (2) letters = <b>10 points</b>            Three (3) or more letters = <b>20 points</b></p>	<b>10</b>	<b>20</b>	Reference letters signed by the duly authorized company representative.
2.	Equipment Resources (De-weeding)	<p>The bidder must submit a resource plan with the following equipment available to do the work as per item equipment resources for de-weeding. (Please provide supporting documentation)</p> <p>1. Minimum of one light delivery vehicle, one 3meter double axel trailer and one 3ton truck. = <b>10 points</b>            2. Minimum of three (3) Weed eaters = <b>5 points</b>            3. Rakes, spades and forks (wooden handles) for a minimum of 10 general workers = <b>10 points</b></p>	<b>25</b>	<b>25</b>	The bidder must provide proof of their ability to deliver the service required. If the bidder is renting the required equipment a letter of agreement with their equipment supplier must be included.
3.	Competency	The bidder must provider a valid pest control certificate to render the services for pest control as specified = <b>20 points</b>	<b>20</b>	<b>20</b>	Provide a Pest Control Certification.

4.	Equipment Resources (Tree Pruning)	<p>The bidder must submit a resource plan with the following equipment available to do the work as per Item Equipment Resources for pruning of trees. (Please provide supporting documentation)</p> <ol style="list-style-type: none"> <li>1. Ladders for the pruning of trees. (6m extension ladders, extendable up to 11m). = <b>5 points</b></li> <li>2. Minimum one chain saw, telescopic chain saws, bow saw and Tree saws = <b>5 points</b></li> <li>3. Pruners/Shears: (Tree pruners/shears and Two (2) Telescopic pruners/shears) = <b>5 points</b></li> </ol>	<b>15</b>	<b>15</b>	The bidder must provide proof of their ability to deliver the service required. If the bidder is renting the required equipment a letter of agreement with their equipment supplier must be included.
5.	Local (Mangaung) operational and economic investment	<p>Does the bidder have a local office with operational capability?</p> <p>(a) Existing and established local office = <b>20 points</b></p> <p>(b) If not, but within RSA = <b>5 points</b></p>	<b>5</b>	<b>20</b>	Municipal tax and rates account or a lease agreement contract with statement of account
TOTAL				100	

A bidder who gets a minimum of 75 points and above will qualify to the next stage. The bidder must score minimum points as follows:

- Item 1: Minimum points = 10
- Item 2: Minimum points = 25
- Item 3: Minimum points = 20
- Item 4: Minimum points = 15
- Item 5: Minimum points = 5

## **PART C2. 2: SCOPE OF WORK / SPECIFICATION**

### **1. BACKGROUND**

CENTLEC (SOC) Ltd, located in Mangaung Metropolitan, have prioritized infrastructural development to ensure service delivery. The Municipal entity have a constitutional mandate to ensure the provision of services to the community of Mangaung in a sustainable manner which will also create work opportunities for its needy residents.

### **2. OBJECTIVES**

The overall objective of the appointment is to ensure the providing of a cost effective and reliable service for de-weeding, pest control and pruning of trees in distribution centres, substations and miniature substations in CENTLEC (SOC) Ltd area of supply for a period of thirty-six (36) months.

### **3. SCOPE OF WORK**

The successful bidder will be providing a cost effective and reliable service for de-weeding, pest control and pruning of trees in distribution centres, substations and miniature substations in CENTLEC (SOC) Ltd area of supply.

Supply and administration of poison when needed, removal of litter and the disposal thereof to the designated dumping sites in the CENTLEC area of supply.

The successful bidder will be required to de-weed the Distribution Centers quarterly (every 3 months) for the duration of contract for the period of thirty-six months (36 Months).

### **4. TECHNICAL SPECIFICATION.**

4.1 The successful service provider will be expected to perform the work at the following facilities:

- 4.1.1 Distribution Centers
- 4.1.2 Primary substations
- 4.1.3 Miniature substations
- 4.1.4 Other facilities related to CENTLEC.

**4.2 The following specific tasks will need to be performed at the above-mentioned facilities:**

- 4.2.1 De-weeding, cleaning of substation yards (as well as two (2) meters along the outside boundary of the yard), Pruning of trees, Sweeping of pathways and all hard surfaces.
- 4.2.2 Levelling of all roads, ground and chippings.
- 4.2.3 Clean out all storm water outlets at the substations.
- 4.2.4 Litter collection and removal.
- 4.2.5 Supply and administration of the most effective herbicides on unwanted weeds. Proof must be submitted that indicates the long-lasting effect for at least a year.
- 4.2.6 Supply and administration of the most effective pesticides for mice, ants, and rats.

- 4.2.7 All herbicides and pesticides must have the Material Safety Datasheets (MSDS) which must be always available on site.
- 4.2.8 Pest and insect control. (Removal and relocating of bees, dassies and snakes).

### **4.3 Resources needed.**

4.3.1 Equipment required are lawnmowers, weed eaters, shovels, rakes, forks, light delivery vehicles, minimum 3 ton truck and trailers. All equipment must be in good condition and must be supplied by the successful bidder.

4.3.2 All relevant PPE should be supplied by the successful bidder.

### **4.4 Pruning of trees**

4.4.1 Use correct pruning shears and equipment for the specific task.

4.4.2 Ensure that the equipment is sharp to prevent branches from being torn.

4.4.3 Thicker branches must be cut in stages.

4.4.4 Clean the tree. Remove all dead and infected branches properly.

4.4.5 Prune branches to ensure a 3-meter clearance from the electrical infrastructure.

4.4.6 Remove branches which are torn and damaged, to the satisfaction of CENTLEC.

4.4.7 Always use warning signs and traffic cones to warn and regulate traffic and pedestrians.

4.4.8 All pruned tree branches need to be removed and taken away the same day.

4.4.9 Where electrical infrastructure needs to be isolated, an arrangement of at least 5 days in advanced must be requested from CENTLEC's Maintenance Superintendent.

4.4.10 All communication regarding the pruning of trees to the relevant owners must be done by the successful bidder prior to pruning.

### **4.5 De-weeding of DC yards.**

4.5.1 Removal of all debris after de-weeding

4.5.2 Removal of all litter

4.5.3 No branches or trees may be pruned/cut next or above the line or busbars unless the equipment is isolated, and the contractors have a permit to do the work.

4.5.4 Removal of all debris after pruning.

### **4.6 Ladders**

4.6.1 Ladders for the pruning of trees. (6 m extension ladders, glass fiber)

### **4.7 Saws, Pruners/Shears, Spades and rakes:**

4.7.1 Bow saws.

4.7.2 Tree pruners/shears

4.7.3 Spades, forks and rakes (Wooden Handles)

4.7.4 Weed eaters'(trimmer) petrol

#### **4.8 Other equipment:**

All additional equipment that will be needed for the removal of tree branches, and for the tidying of the workplace and Personal Protective Equipment:

- 4.8.1 The team must always be issued with the required PPE. The protective clothing must be of good quality.
- 4.8.2 Overalls, gloves, hard hats, reflective jackets and safety shoes etc.
- 4.8.3 When poison is administered, the correct PPE must be worn.
- 4.8.4 The bidder's vehicles must be safe for transport of personnel and safe transport of weed and rubbish (A net must be utilized so that no droppings occurred during transportation). Vehicles must be in good, road worthy condition.

### **5. HEALTH AND SAFETY REQUIREMENTS (APPLICABLE)**

All related Regulations and Laws as required in the Health, Safety and Environmental Act are applicable when the de-weeding of distribution centers, substations and miniature substations are done.

### **6. SPECIAL CONDITIONS**

- 6.1 The successful bidder will be remunerated only after an inspection is done and the work is found to be satisfactory.
- 6.2 The successful bidder will submit their invoices with portfolio of evidence including check list signed by the service provider and CENTLEC project manager, before and after photos as well as transport logbook relevant to the work performed. The site inspection must be done before the invoice date.
- 6.3 The successful bidder undertakes to abide by the stipulations of the relevant legislation on the execution of their duties.
- 6.4 The successful bidder undertakes to abide by the Occupational Health & Safety Act 85: 1993 on the execution of their duties.
- 6.5 The successful bidder's team (s) and supervisor (s) will attend a compulsory Standard Operating Procedures Course (SOP) at CENTLEC Training Centre.
- 6.6 The successful bidder will be expected to enter into a Service Level Agreement (SLA) with CENTLEC.
- 6.7 The successful bidder must submit a safety file within two weeks after appointment to the Project Manager. The cost for the file will be for the successful Bidder's account.
- 6.8 If the successful bidder(s) appoints sub-contractors, the following will be expected:
  - 6.8.1 The successful bidder will have to ensure that the subcontractors to be appointed will be supplied with Safety Health Environment Risk and Quality (SHERQ) specification.
  - 6.8.2 The daily risk assessments and safety talks must be submitted to the project leader with the invoices as portfolio of evidence that were done prior to commencement of work.
  - 6.8.3 The successful bidder will have to ensure that the SHERQ documentation is regularly updated for the duration of the contract if any changes in his/her work force arise.
- 6.9 The compulsory site visit will be conducted where bidders will be taken to all facilities.

- 6.10 The successful bidder(s) will not commence with any work without being issued with a valid purchase order from CENTLEC.
- 6.11 Chemical herbicides and pesticides need to be applied by skilled and trained personnel. Target specific chemicals need to be used and applied according to the manufacturer's instructions. The operator must be trained in how to handle herbicides. Sub – Contracting on this contract will be allowed.
- 6.12 The successful bidder will obtain at their own costs the necessary licenses, permits or consents, or any other requirements necessary for the execution of their duties.
- 6.13 **Only bidders who attend the compulsory site meetings will be evaluated and considered for appointment. The site meeting will be for a duration of three (3) days. Bidders must have their own measuring equipment to measure all sites.**
- 6.14 Damage to any CENTLEC, council or private property will be for the account of the successful bidder.
- 6.15 The successful bidder must be insured for such damages by means of a valid public liability insurance policy.

## 7. PART C2: PRICING DATA

### Pricing Instructions

1.	The quantities set out in the specification provided are approximate and do not necessarily represent the actual amount of QUANTITIES / VOLUME to be supplied. The quantities of supplied and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
2.	The prices and rates to be inserted in the Bills of Quantities (in your bid document) are to be the full inclusive prices described under the several items. Such prices and rates shall cover all costs and expenses that may be required for the delivery of items as described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the bid is based, as well as overhead charges and profit.
3.	A price or rate is to be entered against each item in the Schedule/Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
4.	Price to be inserted to in unit terms as stated
5.	No escalation will be allowed on rates quoted.
6.	All quoted prices must in South African Currency (Rand)

<b>PRICING SCHEDULE</b>
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All prices should be in ZAR (R) and must be exclusive of VAT. Prices will stay fixed and firm for the duration of the Contract.

**7.1. Price Schedule. (All tasks must include labour and transport) Table 3: Price Schedule once quarterly (Distribution centers.)**

Item No	Activities	Unit Of Measurement	Price Per Unit in Rand (R)
<b>7.1.1.</b>	De-weeding, cleaning of substation yards (as well as two meter around the outside of the DC yard), Pruning of trees, leveling of chippings, Sweeping of pathways and all hard surfaces. Litter collection and removal. De-weeding substation once every three (3) months for the duration of contract.	Per/sub	
	1 Arcadia DC	Per/sub	
	2 Limousine DC	Per/sub	
	3 Spitskop DC	Per/sub	
	4 Tempe DC	Per/sub	
	5 Bayswater DC	Per/sub	
	6 Dan Pienaar DC	Per/sub	
	7 Naval Park DC	Per/sub	
	8 De Wet DC	Per/sub	
	9 Pellisier DC	Per/sub	
	10 Flora DC	Per/sub	
	11 Mangaung DC	Per/sub	
	12 Vista DC	Per/sub	
	13 Meriting DC	Per/sub	
	14 Shannon B DC	Per/sub	
	15 Shannon A DC	Per/sub	
	16 Clover DC	Per/sub	

17	Vaalbank Suid DC	Per/sub	
18	Tibbie Visser DC	Per/sub	
19	Estoire DC	Per/sub	
20	Bloemindustria DC	Per/sub	
21	Showground DC	Per/sub	
22	Fichardt Park DC	Per/sub	
23	Elite DC	Per/sub	
24	Westdene DC	Per/sub	
25	Masselspoort DC	Per/sub	
26	Botshabelo A. DC	Per/sub	
27	Botshabelo B. DC	Per/sub	
28	Botshabelo T. DC	Per/sub	
29	Botshabelo W. DC	Per/sub	
30	Botshabelo K. DC	Per/sub	
31	Botshabelo F. DC	Per/sub	
32	Willows DC	Per/sub	
33	Coal Yard DC	Per/sub	
34	Bainsvlei Switching Yard	Per/sub	
35	Cecilia DC	Per/sub	
36	Harvard DC	Per/sub	
37	Coronation DC	Per/sub	
38	Mark DC	Per/sub	
39	Groenvlei DC	Per/sub	
40	Hamilton DC	Per/sub	
41	Eastern Switch Yard DC	Per/sub	

	42	Noordstad DC	Per/sub	
	43	Park West DC	Per/sub	
	44	Western T. DC	Per/sub	
	45	Universitas DC	Per/sub	

### 7.1.2. Price Schedule

Table 5: Price schedule for the other tasks if needed. (All tasks must include labour and transport)

ITEM NO	ACTIVITIES	UNIT OF MEASUREMENT	PRICE PER UNIT IN RAND (R)
7.1.2.1.	Levelling and filling up of all roads, excess roads and ground.	m <sup>2</sup>	
7.1.2.2.	Clean out all storm water outlets at the substations	m <sup>3</sup>	
7.1.2.3.	The usage of long-lasting herbicides on unwanted weeds. (Orbit 200gr; touch down and out pace for weed). Or equivalent herbicides	P/m <sup>2</sup>	
7.1.2.4.	The usage of herbicides for ants, mice and rats. All herbicides and pesticides must have the Material Safety Datasheets (MSDS) which must be always available on site.	P/KG	
7.1.2.5.	Pest and insect control. (Removal and relocating of bees, snakes and dassies).	Per Callout	

**7.1.3.PRICE SCHEDULE (Miniature substations and substations. All tasks must include labour and transport)**

**Table 6:** Miniature substations and substations

ITEM NO	ACTIVITIES	UNIT OF MEASUREMENT	PRICE PER UNIT IN RAND (R)
7.1.3.1.	De-weeding of primary substations.	Per sub (50 m <sup>2</sup> )	
7.1.3.2.	De-weeding of Miniature substations.	Per Sub (18 m <sup>2</sup> )	
7.1.3.3.	CENTLEC premises	Per m <sup>2</sup>	

**7.1.4. PRICE SCHEDULE (Pruning of trees. All tasks must include labour and transport)**

Prices must be VAT exclusive.

**Table 8:** Pruning of trees

ITEM NO	CENTLEC AREA OF SUPPLY	COST PER TREE
7.1.4.1.	Pruning of trees.	R

**Table 9:** Transport (Please submit a detailed daily trip log sheets)

ITEM NO	VEHICLE CAPACITY	COST PER KM
i	Light Delivery Vehicle	R
ii	3.5 ton truck	R

**NB!! All transport costs will be based on AA rates. If required.**

## 7.2. PART C3: GENERAL CONDITIONS OF CONTRACT

### 7.2.1. Definitions

The following terms shall be interpreted as indicated:

- 7.2.1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 7.2.1.2. "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.
- 7.2.1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 7.2.1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 7.2.1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 7.2.1.6. "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.
- 7.2.1.7. "Day" means calendar day.
- 7.2.1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 7.2.1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 7.2.1.10. "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.
- 7.2.1.11. "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.
- 7.2.1.12. "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.
- 7.2.1.13. "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.
- 7.2.1.14. "GCC" means the General Conditions of Contract.
- 7.2.1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 7.2.1.16. "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.

- 7.2.1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 7.2.1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 7.2.1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 7.2.1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 7.2.1.21. "Purchaser" means the organization purchasing the goods.
- 7.2.1.22. "Republic" means the Republic of South Africa.
- 7.2.1.23. "SCC" means the Special Conditions of Contract.
- 7.2.1.24. "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.
- 7.2.1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **7.2.2. Application**

- 7.3.1.1. 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.
- 7.3.1.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 7.3.1.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **7.3.2. General**

- 7.3.2.1. 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.
- 7.3.2.2. With certain exceptions, invitations to bid are only published in the Government Bid Bulletin.
- 7.3.2.3. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **7.3.3. Standards**

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

#### **7.3.4. Use of contract documents and information; inspection.**

- 7.3.4.1. 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.
- 7.3.4.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause
- 7.3.4.3. except for purposes of performing the contract.
- 7.3.4.4. Any document, other than the contract itself mentioned in GCC clause
- 7.3.4.5. 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.
- 7.3.4.6. 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.

#### **7.3.5. Patent rights**

- 7.3.5.1. 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.

#### **7.3.6. Performance security**

- 7.3.6.1. 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.
- 7.3.6.2. 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.
- 7.3.6.3. 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:
- 7.3.6.4. 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 a cashier's or certified cheque
- 7.3.6.5. 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.

### **7.3.7. Inspections, tests and analyses**

- 7.3.7.1. All pre-bidding testing will be for the account of the bidder.
- 7.3.7.2. 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.
- 7.3.7.3. 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.
- 7.3.7.4. 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.
- 7.3.7.5. 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.
- 7.3.7.6. 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.
- 7.3.7.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected 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.
- 7.3.7.8. 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.

### **7.3.8. Packing**

- 7.3.8.1. 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.
- 7.3.8.2. 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.

### **7.3.9. Delivery and documents**

- 7.3.9.1. 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.
- 7.3.9.2. Documents to be submitted by the supplier are specified in SCC.

### **7.3.10. Insurance**

- 7.3.10.1. 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.

### **7.3.11. Transportation**

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

### **7.3.12. Incidental services**

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

- 7.3.12.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- 7.3.12.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
- 7.3.12.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- 7.3.12.4. 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
- 7.3.12.5. training of the purchaser's personnel, at the supplier's plant and/or onsite, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 7.3.12.6. 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.

### **7.3.13. Spare parts**

- 7.3.13.1. 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:
- 7.3.13.2. 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 in the event of termination of production of the spare parts:
- 7.3.13.3. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- 7.3.13.4. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

### **7.3.14. Warranty**

- 7.3.14.1. 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.
- 7.3.14.2. 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. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 7.3.14.3. 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. 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.

### **7.3.15. Payment**

- 7.3.15.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 7.3.15.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 7.3.15.3. 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.
- 7.3.15.4. Payment will be made in Rand unless otherwise stipulated in SCC.

### **7.3.16. Prices**

- 7.3.16.1. 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.

### **7.3.17. Contract amendments**

- 7.3.17.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

### **7.3.18. Assignment**

- 7.3.18.1. 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.

### **7.3.19. Subcontracts**

- 7.3.19.1. 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.

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

- 7.3.20.1. 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.
- 7.3.20.2. 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.
- 7.3.20.3. 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.
- 7.3.20.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause without the application of penalties.
- 7.3.20.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.

### **7.3.21. Penalties**

- 7.3.21.1. 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

### **7.3.22. Termination for default**

- 7.3.22.1. 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:
- 7.3.22.2.
- 7.3.22.3. 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 or,
- 7.3.22.4. if the Supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 7.3.22.5. 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.
- 7.3.22.6. 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.
- 7.3.22.7. 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.
- 7.3.22.8. 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.
- 7.3.22.9. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 7.3.22.9.1. The name and address of the supplier and / or person restricted by the purchaser;
- 7.3.22.9.2. The date of commencement of the restriction
- 7.3.22.9.3. The period of restriction; and
- 7.3.22.9.4. The reasons for the restriction.
- 7.3.22.9.5. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 7.3.22.10. 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 Bid 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.

### **7.3.11. Anti-dumping and countervailing duties and rights**

- 7.3.11.1. When, after the date of bid, provisional payments are required, or antidumping 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

### **7.3.12. Force Majeure**

- 7.3.12.1. 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.
- 7.3.12.2. 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.

### **7.3.13. Termination for insolvency**

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.

### **7.3.14. Settlement of Disputes**

- 7.3.14.1. 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.
- 7.3.14.2. 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.
- 7.3.14.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 7.3.14.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

- 7.3.14.5. Notwithstanding any reference to mediation and/or court proceedings herein,  
7.3.14.5.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
7.3.14.5.2. the purchaser shall pay the supplier any monies due the supplier.

**7.3.15. Limitation of liability**

- 7.3.15.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;  
7.3.15.1.1. 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  
7.3.15.1.2. 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.

**7.3.16. Governing language**

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.

**7.3.17. Applicable law**

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

**7.3.18. Notices**

- 7.3.18.1. 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  
7.3.18.2. 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.

**7.3.19. Taxes and duties**

- 7.3.19.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.  
7.3.19.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.  
7.3.19.3. 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.

### **7.3.20. National Industrial Participation (NIP) Programme**

The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

### **7.3.21. Prohibition of Restrictive practices**

- 7.3.21.1. 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).
- 7.3.21.2. 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.
- 7.3.21.3. 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.

## **Part C4**

### **APPENDIX: Standard Conditions of Bid**

Standard Conditions of Bid

*(AS PER GOVERNMENT GAZETTE NO. 29138 OF 18 AUGUST 2006)*

*(As contained in Annexure F of the Standard for Uniformity in Construction Procurement)*

#### **F.1 General**

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

The employer and each bidder submitting a bid offer shall comply with these conditions of bid. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

##### **F.1.2 Bid Documents**

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

##### **F.1.3 Interpretation**

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the bid process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the bid process or the award of a contract arising from a bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

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

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

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

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

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a bid process or the rejection of all responsive bid offers re-issue a bid covering substantially the same scope of work within a period of six (6) months unless only one bid was received and such bid was returned unopened to the bidder.

### **F.2 Bidder's obligations**

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

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

#### **F.2.2 Cost of bidding**

Accept that the employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

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

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

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

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

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

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

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

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

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

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

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

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

### **F.2.9 Insurance**

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

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

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

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

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

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

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

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

### **F.2.12 Alternative bid offers**

**F.2.12.1** Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the bidder proposes.

**F.2.12.2** Accept that an alternative bid offer may be based only on the criteria stated in the bid data or criteria otherwise acceptable to the employer.

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

**F.2.13.1** Submit a bid offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the bid data.

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

**F.2.13.3** Submit the parts of the bid offer communicated on paper as an original plus the number of copies stated in the bid data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the bid offer where required in terms of the bid data. The employer will hold all authorized signatories liable on behalf of the bidder. Signatories for bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the bid offer.

**F.2.13.5** Seal the original and each copy of the bid offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the bid data, as well as the bidder's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the bid data, place and seal the returnable documents listed in the bid data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the bid data, as well as the bidder's name and contact address.

**F.2.13.7** Seal the original bid offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the bid data.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the bid offer if the outer package is not sealed and marked as stated.

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

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

#### **F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the bid offer at the address specified in the bid data not later than the closing time stated in the bid data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept bid offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the bid data.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the bid data for any reason, the requirements of these conditions of bid apply equally to the extended deadline.

#### **F.2.16 Bid offer validity**

**F.2.16.1** Hold the bid offer(s) valid for acceptance by the employer at any time during the validity period stated in the bid data after the closing time stated in the bid data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the bid data for an agreed additional period.

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

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

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

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

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

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

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

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

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

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

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

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

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

If so instructed by the employer, return all retained bid documents within twenty eight (28) days after the expiry of the validity period stated in the bid data.

### **F.2.23 Certificates**

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

## **F.3 The employer's undertakings**

### **F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days before to the bid closing time stated in the bid data and notify all bidders who drew procurement documents.

### **F.3.2 Issue addenda**

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

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

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

### **F.3.5 Opening of bid submissions**

**F.3.5.1** Unless the two-envelope system is to be followed, open valid bid submissions in the presence of bidders' agents who choose to attend at the time and place stated in the bid data. Bid submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.5.2** Announce at the meeting held immediately after the opening of bid submissions, at a venue indicated in the bid data, the name of each bidder whose bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main bid offer only.

**F.3.5.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

### **F.3.6 Two-envelope system**

**F.3.6.1** Where stated in the bid data that a two-envelope system is to be followed, open only the technical proposal of valid bids in the presence of bidders' agents who choose to attend at the time and place stated in the bid data and announce the name of each bidder whose technical proposal is opened.

**F.3.6.2** Evaluate the quality of the technical proposals offered by bidders, then advise bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of bidders, who score in the quality evaluation more than the minimum number of points for quality stated in the bid data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum number of points for quality.

### **F.3.7 Non-disclosure**

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

### **F.3.8 Grounds for rejection and disqualification**

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

### **F.3.9 Test for responsiveness**

**F.3.9.1** Determine, on opening and before detailed evaluation, whether each bid offer properly received:

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

**F.3.9.2** A responsive bid is one that conforms to all the terms, conditions, and specifications of the bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

### **F.3.10 Arithmetical errors**

**F.3.10.1** Check responsive bid offers for arithmetical errors, correcting them in the following manner:

- d) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- e) If the bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- f) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the bidder will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the bided total of the prices.

**F.3.10.2** Consider the rejection of a bid offer if the bidder does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

**F.3.11 Clarification of a bid offer**

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

**F.3.12 Evaluation of bid offers**

**F.3.12.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive bid offer to a comparative offer and evaluate it using the bid evaluation method that is indicated in the bid data and described below:

Method 1: Financial offer	1)	Rank bid offers from the most favourable to the least favourable comparative offer.
	2)	Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1)	Score bid evaluation points for financial offer.
	2)	Confirm that bidders are eligible for the preferences claimed and if so, score bid evaluation points for referencing.
	3)	Calculate total bid evaluation points.
	4)	Rank bid offers from the highest number of bid evaluation points to the lowest.
	5)	Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1)	Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data.
	2)	Score bid evaluation points for financial offer.
	3)	Calculate total bid evaluation points.
Method 3: (Continue)	4)	Rank bid offers from the highest number of bid evaluation points to the lowest.
	5)	Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1)	Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data.
	2)	Score bid evaluation points for financial offer.

	3)	Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for referencing.
	4)	Calculate total bid evaluation points.
	5)	Rank bid offers from the highest number of bid evaluation points to the lowest.
	6)	Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
	7)	Score financial offers, preferences and quality, as relevant, to two decimal places

### F.3.12.2 Scoring financial offers

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

$NFO = W_1 \times A$  where:

$NFO$  = the number of bid evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of bid evaluation points awarded for the financial offer as stated in the bid data.

$A$  = a number calculated using either formulas 1 below as stated in the bid data.

Formula	Basis for comparison	Option 1	Option 2
1.	Lowest price or percentage commission/fee	$\left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$	$P_m/P$

where:

$P_m$  = the comparative offer of the most favourable bid offer.

$P$  = the comparative offer of bid offer under consideration.

### F.3.12.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the bid data and calculate total score for quality.

### F.3.13 Insurance provided by the employer

If requested by the proposed successful bidder, submit for the bidder's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### F.3.14 Acceptance of bid offer

**F.3.14.1** Accept bid offer only if the bidder complies with the legal requirements stated in the bid data.

**F.3.14.2** Notify the successful bidder of the employer's acceptance of his bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the bid data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful bidder as described in the form of offer and acceptance.

### F.3.15 Notice to unsuccessful bidders

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

**F.3.16 Prepare contract documents**

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the bid documents to take account of: a) addenda issued during the bid period, b) inclusion of some of the returnable documents, c) other revisions agreed between the employer and the successful bidder, and d) the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.17 Issue final contract**

Prepare and issue the final draft of contract documents to the successful bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of bid require the bidder to submit, after acceptance by the employer, shall be included.

**F.3.18 Complete adjudicator's contract**

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

**F.3.19 Provide copies of the contracts**

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

**REQUESTOR**

**SUPPORTED/NOT SUPPORTED**

\_\_\_\_\_  
P Niemann (Compiler)  
**Manager: PPM**

\_\_\_\_\_  
P Mohapi  
**General Manager: SUPE**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**APPROVED / NOT APPROVED**

**RECEIVED BY**

\_\_\_\_\_  
JL Mojaje  
**EM: Engineering**

\_\_\_\_\_  
P Makhele  
**Supply Chain Practitioner**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

#### 4.1.1 ANNEXURES

- a. Health and Safety specification document as a guideline to assist with compiling of Safety File.



**OCCUPATIONAL HEALTH  
AND  
SAFETY  
SPECIFICATION  
FOR**

**DE-WEEDING, PEST CONTROL AND PRUNING OF TREES IN DISTRIBUTION  
CENTRES, PRIMARY SUBSTATIONS AND MINIATURE SUBSTATIONS IN  
CENTLEC AREA OF SUPPLY.**

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## OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

“**Act**” occupational health and safety act 85 of 1993

“**Agent**” means any person who acts as representative for the client

“**Health and Safety Specification**” means a documented specification of all health and safety requirements pertaining to the associated Works on a construction site, so as to ensure the health and safety of person during construction process. This document is prepared by the Client or Client agency.

“**Health and Safety Plan**” means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified. This document is prepared by the Principal Contractor or the Sub Contractor.

“**Fall protection plan**” means documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied in order to eliminate the risk.

“**Employer**” Where used in contract documents and in this specification, means the employer as defined in the General Conditions of Contract and it shall be have the same meaning as “**Client**” as defined in the Construction Regulation 2003.

“**Employer**” and “**Client**” is therefore interchangeable and shall be read in context of the relevant document.

**“Contractor”** where used in the contract documents and in this specification shall have meaning as “contractor” as defined in the General Conditions of Contract.

In this specification the terms **“Principal Contractor”** and **“Contractor”** are replaced with **“Contractor”** and **“Sub Contractor”** respectively for the purpose of this contract, the **Contractor** will, in terms of the OHS Act 1993, be the mandatory of the Employer, without derogating from his/her status as an employer in his/her own right.

**“Engineer”** where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent of behalf of the Employer (the client as defined in the Construction Regulations)

**“OHS Section”** means **Occupational Health and Safety Division within CENTLEC will oversees all Projects to ensure that Principal Contractor comply with Occupational Health & Safety Act 85 of 1993, Construction Regulation and all related codes of practice.**

**“Fall risk”** means a risk that a person could fall from an elevated position, which is deemed 2 meters or higher, or a risk that something associated with the work can fall on a person.

**“Construction vehicle”** mean a vehicle used for means of conveyance for transporting persons or material or both such person and material, as the case may be both on and off the construction site for the purpose of performing construction work.

**“Contractor”** means an employer, who perform construction work and includes principal contrac

## 1. General Statement

It is a requirement of CENTLEC that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the contractor shall take full responsibility to conform to all the provisions of the occupational health and safety Act (Act 85 of 1993), and all relevant regulations as stated in section 44 of Occupational Health and Safety Act 85 of 1993.

For the purpose of this contract the Contractor is required to confirm his status as mandatory to CENTLEC and employer representatives in his own right for the execution of the contract, and he shall enter into Section 37.2 agreement in respect of the Act 85 of 1993.

## 2. Scope

This specification includes health and safety elements in terms of the Act and to satisfy the requirements of the Construction Regulation (CR), which will be applicable to the Principal Contractor and all sub-contractors for the safe execution of work during the project.

## 3. Purpose

The purpose of this specification is to ensure that the Principal Contractor and all sub-contractors provides and maintains, as far as reasonably a safe working environment for all employees and the public at large during the construction work.

#### 4. Project Description

The project includes all activities regarding public domestic electricity house connections and procurement of material within CENTLEC's area of supply and Additional work or changes to the contract may result in a change to the scope of work. The principal contractor shall make allowance for this in his Health and Safety Plan.

**The principle health, safety and environmental risks involved on this specific site will be that of:-**

- Risk of employees falling from a height. /certificates of basic fall arrest./appointment letters for those responsible for rescue.
- Use of suitable harnesses.
- Risk
- Ladder usage.
- Cranes/Cherry pickers certificate of servicing by a.i.a
- Safe storage of petrol.
- Excavations- person (employee or public ), Danger of walls falling in / shore the walls/soil away from the hole
- Use of safety nets instead of safety tapes.
- Heavy loads to be carried by cranes and not manual Labour.(re-inforcing and masts)
- Road closures when assembling and erecting the mast. (Application to traffic dept.).

#### 5. Details of Specifications

##### 5.1 Job specific details of specifications.

In general when supply domestic houses with electricity, workers must follow and adhere to the following methods and procedures, in order to prevent accidents and injuries:

- a) In the township area where there is high density housing and population (contractor needs to be mindful of children, traffic, existing services and animals within the vicinity in which they will be working from.
- b) Should it be necessary to enter a private property, the reason for such entry must be explained courteously to the occupier of the premises.
- c) Whenever possible, ladders must be used to get to higher places and correct procedures for the use of ladders must be followed.
- d) Environmental factors must be taken into consideration (type of soil in the area, water streams and vegetation in the area.

#### Safety and Health

- e) Supervisor must always assure themselves about their worker's skills and knowledge of all safety procedures, and if necessary, arrange for workers to be trained or re-trained.

- f) Excavated area needs to be visible and properly barricaded and must be backfilled within 3 days in order to reduce the risk of accidental falls. (Use of safety nets and not tapes).
- g) Chemicals used must not affect the health of the employees and of the public.
- h) Hearing protection to be used if noise levels exceeds 85 dB.

## **5.2 Site Standards and Rules**

- The contractor shall be responsible for enforcing and respecting all applicable health and safety rules in performance of all work covered by the contract, particularly those relative to the OHS Act and relevant regulations made under them;
- The contractor shall be responsible to ensure the use of traffic cones and warning signs at all times to warn traffic.
- Any deviation found shall be reported at the site instruction book by CENTLEC representatives, or dept. of labour inspector.
- All times there shall be three spares personal protective equipment's for visitors and be marked visitors;
- Two toilets for male and female separately be provided and clearly marked to identify male and female gender;
- There shall be site office(s) built structure, change room for both male and female and they can be used for shelter for eating facility;
- Proper drinking water at the strategic location shall be provided for employees;
- Health and Safety Committee meetings that involve CENTLEC Health and Safety division representative shall be held on the monthly basis;
- Contractor shall provide their workers with proper training so that they can perform their work safely. Train all staff to be aware of their own responsibilities for, and to provide information, instruction, and training on, the particular hazards and risks in relation to the scope of work; and
- The contractor shall ensure that every lifting machine is operated by an operator specifically trained for a particular type of lifting machine.

## **6. Safety File**

The contractor shall appoint a suitable qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract. The health and Safety File shall include the following information:

- Notification of construction Work (Construction Regulation 3) (Schedule A)
- Copy of OHS Act (updated and not abridged version) (General Administrative Regulation 4) and relevant regulations as stated by section 44 of OHS Act 85 of 1993.
- Proof of Registration and good standing with a COID Insurer (Construction Regulation 4(g))
- Copy Health and Safety plan (Construction Regulation 5(1)) that include the followings:-

### **6.1 Applicable requirements**

- a. List of equipment and specialized equipment
- b. List of PPE issued
- c. Recent inspection lists of equipment in use.
- d. Training records

- e. Proof of training by an accredited for working at heights.
- f. Hazards identification and risk assessments.
- g. Test records for lifting equipment by an accredited body.
- h. Incident history
- i. Notices issued
- j. Protection against biological agents like ants-infested trees.
- k. OHS programme agreed with client including the underpinning Risk Assessment and Method Statements (Construction Regulation 5(1))
- l. Appointment/Designation forms required by the ACT and Regulations
- m. Registers as follows:

## 6.2 Register required

- OHS Representatives Inspection Register (monthly)
- Power tools inspection register.
- Lifting equipment (before use and monthly)
- Fire equipment inspection and maintenance (monthly)
- First aid (monthly)
- Hazardous Chemical Substances (MSDS and listing of chemicals)
- Inspection of cranes (daily before use and yearly inspection records)
- Inspection of ladders (daily before use and monthly)
- Inspection of vessels and pressure (monthly and 3 yearly)
- Machinery inspections (before use and monthly)
- Drivers/Operators of mobile plant/construction vehicles daily inspections

***The Health and Safety File shall be handed over to the client on completion of the contract. It must contain all the documentation handed to the contractor by any contractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project***

## 6.3 Written Safe Work Procedures and Risk Assessments

- Written Safe Work Procedures are to be available in order to mitigate, reduce or control the hazards and risks identified in the Risk Assessment.
- Initially a generic document can be produced, by the first three weeks of operation a task-based document must be produced and be updated as per changes in tasks.

## 6.4 Personal Protective Equipment

The Principal Contractor shall ensure that the following minimum personal protective equipment and wear are issued to his employees:

- No person is allowed to be on site without the required PPE as prescribed by risk assessments. This must be discussed at the safety meeting and adhered to by all contractors on site.
- Contractor must ensure that PPE is being used as a last resort upon trying all reasonable means to remove the hazard.
- All contractors are required to keep an updated register of all PPE issued.
- Strict compliance measures must be administered to ensure employees use PPE.

- Hard hats, safety shoes with steel toe caps and protective clothing shall be provided by the contractor free of charge for all his employees and shall be worn at all times. Employees working on site must not wear metallic helmets. Other protective equipment such as gloves, safety glasses, face shield, dust mask, ear plugs etc shall be issued and used when required as per tasks in the risk assessment and safe work procedure. The contractor shall ensure that his employees understand why the PPE is necessary and that they use them correctly and sign for receiving them
- When handling corrosive liquids e.g. acids or caustic suitable eye protection, gloves, and special overalls shall be worn.
- Any person refusing to wear protective clothing when instructed to do so by the responsible person shall be removed from the site.
- Clearly outline the procedure to be followed when PPE is 1. Lost or stolen; 2. Worn-out or Damaged.

## 6.5 Appointment of Health and Safety Personnel

- The Contractor and Sub Contractors shall ensure that all relevant appointments specified in the Occupational Health and Safety Act 85 of 1993 and Construction Regulations are made in writing prior to commencement of the Project.
- The Principal contractor shall provide adequate levels of suitable trained, experienced and competent management and supervision to ensure that the works proceed and without risks to health or environment and that all operations and personnel for whom the contractor is responsible are adequately monitored and supervised.

The Principal Contractor shall ensure that the appointments listed below are made where applicable:

### **Required appointments as per the Construction Regulations (CR):-**

Item	Regulation	Appointment	Responsible Person
1.	4(1)(c)	Principal contractor for each phase or project	CENTLEC/Consultant
2.	5.(3)(b)	Contractor	Principal Contractor
3.	5(11)	Contractor	Contractor
4.	6(1)	Construction supervisor	Contractor
5.	6(2)	Construction supervisor subordinates	Contractor
6.	6(6)	Construction Safety Officer	Contractor
7.	7(1)	Person to carry out risk assessment	Contractor
8.	7(4)	Trainer/Instructor	Contractor
9.	8(1)(a)	Fall protection planner	Contractor
10	11(3)(b)(ii)(b)	Professional engineer or technologist/land surveyor.	Contractor

11	15(2)(c)	Compliance plan developer	Contractor
12	17(8)(a)	Material hoist inspector	Contractor
14	19(2)(b)	Power tool expert	Contractor
15	19.2 (g) (i)	Power tool controller	Contractor
16	27 (h)	Fire equipment inspector	Contractor
17	16(2)	CEO assistant	Contractor

## 6.6. Establishment of Health and Safety Committee

The Principal Contractor shall establish a Health and Safety Committee in terms of Section 19 of the Occupational Health and Safety Act 85 of 1993.

The Principal Contractor shall hold meeting at least once a month with appointed supervisors, Health and Safety Reps and the chairperson of the Health and Safety Committee and copies of the safety meeting to be forwarded to CENTLEC and the CENTLEC health and safety representative need to be informed and invited to such meetings.

Matters that are to be discussed should include at least the following as minimum:

- Make recommendations to resolve health and safety matters (i.e. internally by representatives or externally by DOL inspector)
  - Accident/safety incident and they must be recorded for audit and for reporting to CENTLEC safety representative
  - Hazardous conditions
  - Hazardous material/substances
  - Work procedures
  - PPE
  - Housekeeping
  - Work permits
  - Non conformances
  - Emergency preparedness
  - Traffic control
  - Access control
  - Medicals
  - Training
  - Forthcoming high hazard activities
  - Liquor and drugs
  - Occupational health and hygiene issues
  - General health and safety issues
  - Matters arising from principal contractor safety meetings

## 6.8 Health and Safety Hazards

The Principal Contractor shall take cognizance of the following hazards that are prevalent in the project:

#### 6.8.1 Hazardous Environment

- Inclement weather – (Heat/Rain/Wind)
- Scarring or defacing of the environment.

#### 6.8.2 Hazardous Equipment

- Trucks
- Ladders
- Lifting equipment
- Pressure vessel
- Chains and slings
- Fall protection equipment's

#### 6.8.3 Hazardous Operation

- Use of step ladder
- Usage of the carry picker by unauthorized personnel
- Wacker
- Poker

#### 6.8.4 Hazardous Tool

- Electric hand tools

#### 6.8.5 Hazardous Substances

- Chemicals ( cad weld)
- Oil
- Diesel
- Degreaser
- Cement

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

The following are some examples requiring arrangements for controlling the most significant site risks.

#### **7.1 Safety Risks**

- The maintenance of plant and equipment
- Traffic.
- Failure to carry out daily inspections of machinery.

- Dealing with existing unstable structures/land
- Other significant safety risks as and when identified

## 7.2 Health Risk

- Manual handling
- Reducing noise and vibration
- Extreme heat and cold temperature considerations
- Dealing with HIV/Aids and other illnesses
- Provision of maintaining ablution and eating facilities
- Other significant health risks as and when identified
- Distribution of condoms
- Allow employees to test voluntarily when CENTLEC Wellness section arrange testing for HIV/AIDS and other chronic diseases.
- Allow employees to donate blood voluntarily when CENTLEC Wellness section arrange for blood donation

All safe operating procedures, method statements or rules implemented mitigate the risk whilst performing hazardous tasks are to be effectively communicated to the contractor's staff performing the tasks.

It is to be noted that these are some of the hazards that may be prevalent in this Project.

Others may be identified during the Risk Assessment.

## 8. Fire precautions on construction sites

The provisions of the environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply with its amendments.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

No open fire will be allowed on site, unless a proper arrangement with site manager and authority has been made.

All fire extinguishers shall be:

- clearly labelled;
- conspicuously numbered;
- entered in a register;
- inspected monthly by a competent person; and
- tested and serviced at recommended intervals by an accredited supplier

## 9. Communication & Liaison

Occupational Health and Safety Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S

Committee as per the procedures determined by the H&S Committee. If possible emergency committee meeting will be held to address emergency issues.

- In addition to the above, communication may be directly to the CENTLEC representative or his appointed Agent, verbally or in writing, as and when the need arises.
- Consultation with the workforce on Occupational Health and Safety matters will be through their Supervisors and H&S Representatives ('SHE – Reps')
- The Principal Contractor will be responsible for the distribution of all relevant Occupational Health and Safety information to other sub-contractors.

## **10. Fall protection plan**

A comprehensive fall protection plan is to be established in order to prevent employees from falling from elevated positions

- The contractor shall stop all persons working with the usage of a ladder during periods of inclement weather or if the possibility of lightning is present.
- Working at heights shall only be carried out under the supervision of a competent person;
- Provision must be made to prevent objects and material from falling from height.

## **11. Permit to work**

The contractor is to ensure that the proper permit is in hand and duly authorised by appointed person before commencing with the work in question, some of the activities that require a permit to work are:

- Permit to be requested to work near live overhead network to be isolated.
- Use of hazardous chemical substances (all MSDS shall be available and kept in the safety file), CENTLEC Health and safety Division shall be informed of all chemicals used on site or to be used.
- Work to be carried near/adjacent to live electrical network. Work permit shall be requested by the project manager representing CENTLEC and it shall be issued by CENTLEC control. Work will be carried out under the supervision of CENTLEC representative project manager and contractor shall sign acknowledgement letter to understand the risks associated with that specific work.

Contractor shall liaise with project manager from CENTLEC for the issue of work permit.

## **12. Housekeeping on Site**

The Principal Contractor shall ensure a high level of housekeeping on site. On completion, the contractor is responsible for clearing the site. (Excess soil and rocks).

## **13. First Aid Facilities**

- Conspicuous sign shall be placed where first aid equipment is kept and stored. The name of the responsible person shall be placed against the first aid box.
- Adequate first aid facilities are to be available on site.
- Individuals that are trained and certified competent to administer first aid are to be on site at all times, serving as First Aid Officer.
- The following welfare facilities must be provided for and kept in clean and suitable condition, shower facility, sanitary facility, changing facility, sheltered eating facility and drinking water at strategic locations on site.

#### **14. Health and Safety Induction**

- The Principal Contractor shall ensure that all employees undergo a health and safety induction.
- Proof of induction is to be included in the "Safety File".
- The contractor is expected to have a daily safety "tool box" meeting. Subject topics that are applicable to the job at hand e.g. near misses that have happened, accident and up and coming work will be discussed along suggestion and comments.
- These meetings can be used as a training meeting with the central idea of educating employees.

#### **15. ACCIDENT/INCIDENT REPORTING AND INVESTIGATIONS**

##### **15.1 REPORTING OF INCIDENTS AND OCCUPATIONAL DISEASES**

All accidents and incidents shall be reported the same day to Health and Safety Division of CENTLEC within 24 hours.

Section 24 of the Act refers to certain incidents occurring at the workplace, or in connection with the use of machinery whereby a person dies or is injured to the extent where he is likely to die or could have resulted in a major incident. Such incidents should be reported to the Provincial Director on a WCL 1 or WCL 2 form within seven days.

Certain other types of incidents must be reported to the Provincial Director telephonically, facsimile or similar means of communication and these types of incidents are as follows:

- (a) Where a person, as a result of the incident;
- i) Dies;
  - ii) Becomes unconscious;
  - iii) Suffers the loss of a limb or part thereof;
  - iv) Is injured to the extent that he is likely to die;
  - v) Is injured to the extent that he is likely to be permanently disabled;
  - vi) Is injured to the extent that he is likely to be off for a period of 14 days or more;
  - vii) Cannot perform his normal duties (those duties for which he was employed).
- (b) An incident of major consequence arising out of the use of industrial equipment or machinery or industrial practices at a workplace.

- (c) The health and safety of any person is endangered and where –
- i) A dangerous substance was spilled;
  - ii) The uncontrolled release of any substance under pressure (pressure greater than 1 atmosphere) took place;
  - iii) Machinery or any part thereof fractured or failed, resulting in flying, falling or uncontrolled moving objects; or
  - iv) Machines, which ran out of control.

These incidents should also be recorded and investigated in accordance to Regulation 8 of the General Administrative Regulations.

If an injured person is to die as a result of an incident, which has already been reported in terms of the above, the employer or user should report such death to the Provincial Director.

Any registered medical practitioner should, in terms of Section 25 of the Act, report all (to the employer and Chief Inspector) cases of occupational diseases or any other disease, which he believes arose out of a person's employment, which he/she has treated. This must be done within 14 days in the form of a WCL 22 form.

Any other person may in writing, give notice of any disease suspected to be an occupational disease, to the employer and chief inspector.

## 15.2 RECORDING AND INVESTIGATION OF INCIDENTS

The employer or user of machinery should keep record and investigate all incidents referred to in terms of Section 24 of the Act together with any other incident, which resulted in the person concerned having had to receive medical treatment other than first aid.

These incidents must be recorded in the form of Annexure 1 of these regulations and be kept for a period of at least 3 years. This record shall be kept on the premises and available for perusal by an inspector.

The contractor, a designated person, a health and safety representative or a member of the health and safety committee must investigate the above-mentioned incidents. This investigation should take place within 7 days from the date of incident and completed as soon as is reasonable practicable or within the contracted period of contract workers. The employer should record the result of the investigation in the Annexure 1. The purpose of the investigation is to establish the cause of the incident together with the safety measures that can be implemented to prevent the re-occurrence of such incidents in the future.

The health and safety committee shall examine this record at their next meeting.

- All accidents/incidents shall be recorded and investigated and reported to Occupational Health & Safety Section.
- Accidents/incidents are to be reported to CENTLEC Project Manager.

- All reportable incidents in terms of Section 24 of the OHS ACT shall be investigated and recorded by the contractor as required by the Act and also reported to Occupational Health & Safety Unit.
- The contractor shall compile an investigation report and ensure that all the preventative actions recommended are in place.

## **16 RESPONSIBILITIES**

### **16.1 Client**

16.1.1 The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.

16.1.2 The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.

16.1.3 The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

16.1.4 The Client or his appointed Agent on his behalf will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
- have failed to implement or maintain their health and safety plan;
- have executed construction work which is not in accordance with their health and safety plan; or
- Act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

### **16.2 Principal Contractor**

16.2.1 The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

16.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

16.2.3 The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

16.2.4 The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

16.2.5 The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

16.2.6 The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.

16.2.7 The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.

16.2.8 The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.

16.2.9 The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.

16.2.10 The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

## **17. Health and Safety Inspections/Audits**

- The Principal Contractor shall ensure that the work area, equipment, machinery, safety equipment and wear, etc are inspected on a regular basis.
- Proof of such inspections are to be maintained in the "Safety File"
- All non-conformances revealed during the inspections are to be noted and rectified as soon as possible. The client, health and safety unit will also conduct formal audits at least once a month and deviations that are revealed must be rectified within the required time frame.
- All portable tools shall be inspected daily by the user as well as weekly recorded inspections and testing to be done.

## **18. Emergency Preparedness**

The Principal Contractor shall develop and implement an emergency plan for site in collaboration with sub-contractors and the client representative. The plan would have to be revised due to the changing environment on construction site. Specific requirements for first aid and medical as well as fire and rescue will be addressed. The contractor is to ensure that the necessary firefighting equipment is in place in respective areas and proper signage placed at the conspicuous places. Emergency preparedness plan shall ensure that all emergency contact details are placed in a conspicuous place where they can be easily seen and accessed by employees.

## **19. Non Compliance to Health and Safety Standards**

The CENTLEC Representatives reserve the right to stop the operations of the Principal Contractor should it be found that the operations are being undertaken in noncompliance with the laid down health and safety plan based on this specification.

The client has the authority to issue a non-conformance report to any contractor not complying to the SHE requirements on site, with necessary required rectification action required within a specific time frame.

It is noted to the contractors that any expenses incurred due to non-conformances shall be for Contractor's account in question.

Safety officers and other personnel have the authority to stop work if there is a life threatening situation or danger of material loss/damage and direct immediate remedial action under the supervision of contractor's manager is required.

Any "stop work order" shall be followed up and the site manager shall present a written report including remedial actions to avoid the re-occurrence and disciplinary action for contravening safety regulation and if considered necessary to instruct the site manager to remove certain of his personnel from site.

## **20. Legal Framework**

Part of legal obligations

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

- 1. The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- 2. The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- 3. Traffic Act.
- 4. Legislation pertaining to water usage and the environment
- 5. Common Law

**INDEX**

- 1. NOTIFICATION OF CONSTRUCTION WORK
- 2. EMERGENCY SERVICE NUMBER
- 3. CONTRACTOR DETAILS
- 4. INSPECTION CHECKLIST
- 5. MANDATARY AGREEMENT

**ANNEXURE A**

**NOTIFICATION OF CONSTRUCTION WORK  
Regulation 3 of the Construction Regulations, 2003**

- 
- 1. (a) Name and postal address of principal contractor:  
.....
  - (b) Name and telephone number of principal contractor’s contact person:  
.....
  - 2. Principal contractor’s compensation registration number:  
.....
  - 3. (a) Name and postal address of client:  
.....
  - (b) Name and telephone number of client’s contact person or agent:  
.....
  - 4. (a) Name and postal address of designer(s) for the project:  
.....
  - (b) Name and telephone number of designer’s contact person:  
.....

.....  
5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1):

.....  
6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2):

.....  
7. Exact physical address of the construction site or site office:

.....  
8. Nature of the construction work:

.....  
9. Expected commencement date: .....

.....  
10. Expected completion date: .....

.....  
11. Estimated maximum number of persons on the construction site:

.....  
12. Planned number of contractors on the construction site accountable to principal contractor:

.....  
13. Name(s) of contractors already chosen:

.....  
*Principal Contractor*

.....  
*Date*

.....  
*Client*

.....  
*Date*

• THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.

• ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

**EMERGENCY SERVICES TELEPHONE**

**Ambulance**  
**Police Flying Squad**  
**Fire Brigade**  
**Electricity**

**10177**  
**(051) 10111**  
**(051) 406 6452**  
**(051) 409 2345/2455**

<b>Water &amp; Sewage</b>	<b>(051) 405 8191/2</b>
<b>Toxic Bureau</b>	<b>(051) 082 491 0160</b>
<b>Disaster Management</b>	<b>(051) 406 6434</b>
<b>Bees</b>	<b>(051) 400 5331</b>

**GENERAL EMERGENCY CONTACTS**

<b>Traffic</b>	<b>(051) 406 6500</b>
<b>Environment Protection Authority</b>	<b>(051) 406 6441</b>
<b>Pelonomi Hospital</b>	<b>(051) 405-1911</b>
<b>Universitas Hospital</b>	<b>(051) 405 3911</b>
<b>National District Hospital</b>	<b>(051) 403 9600</b>
<b>Mediclinic Hospital</b>	<b>(051) 404 6225</b>
<b>Rose Park Hospital</b>	<b>(051) 505 5111</b>
<b>Netcare Hospital</b>	<b>(051)</b>

**UTILITIES**

<b>Gas Leaks (24 hours)</b>	<b>(051) 406 0500</b>
<b>Electricity</b>	<b>(051) 409 2345/2455</b>
<b>Water &amp; Sewage</b>	<b>(051) 405 8191/2</b>

**CONTRACTOR DETAIL**

<b>Employer Particulars</b>	
Employer:	
Registered Name of Enterprise:	
Trade Name of Enterprise:	
Company Registration No.:	
SARS Registration No.:	
UIF Registration No.:	
COIDA Registration No.:	
Relevant SETA for EEA purposes:	
Industry Sector:	
Bargaining Council:	
Contact Person:	
Address of Premises:	
Postal Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Chief Executive Officer:	
Chief Executive Officer Address:	
Competent Person:	
Maximum power demand: in KW	
Health and Safety Representatives:	

Activities, products manufactured and/ services rendered:	
Raw materials, materials and chemical/ biological substances:	
Total Number of Employees:	Male: Female.....

<b>Contractor Particulars</b>	
Contractors:	
Site Address:	
Contracts Manager:	
Managing Director:	
Competent Persons:	
CR14: SCAFFOLDING:	
CR15: SUSPENDED SCAFFOLDING:	
CR17(6): MATERIAL HOIST (S):	
CR18(1): BATCH PLANT:	
CR8(1)(a): FALL PROTECTION:	
CR11(1)(1): EXCAVATION WORK:	
CR19(2)(b): EXPLOSIVE POWER TOOLS	
CR26(a): STACKING	

**MANDATORY AGREEMENT AS PER SECTION 37(2) OF THE ACT**

Agreement between CENTLEC and \_\_\_\_\_ (**contractor name**) as per the provisions of Section 37 (2) of the Act, to ensure that no provision is given to the contractor to deviate from the Occupational Health and Safety Act 85 of 1993 and the incorporated regulations as stated in Section 44 of the Act.

In terms of the provisions of the Construction Regulations CR 4(1) (c),

I, \_\_\_\_\_ do hereby appoint  
CENTLEC Representative OHS 16.1/16.2

\_\_\_\_\_ as represented Name of  
contractor

by \_\_\_\_\_ for this construction work  
Contractor Representative OHS 16.1/16.2

of construction at area/s: \_\_\_\_\_  
Places where construction has to take place

both the project/construction site: \_\_\_\_\_.

It is your duty in terms of CR 5(4), to provide and demonstrate to all your sub-contractors a suitable and sufficiently documented health and safety plan and Health & Safety Specification from CENTLEC, based on the relevant sections of the Health & Safety specification for this project, contemplated in CR 5(3) (a) which we shall provide to yourselves, which shall be applied from the date of commencement of and for the duration of your construction work.

Furthermore in terms of CR 5(7) you shall ensure that a Health & Safety file, which shall include all documentation required in terms of the Act and these Regulations, is opened and kept on site and made available to an inspector, CENTLEC Safety Division Representative.

As per CR 5(1) (d), you shall stop any contractor from executing construction work, which is not in accordance with, your health and safety plan for the site or which poses a threat to the health and safety of person.

In terms of CR 6(1) & CR 6(2), appoint a full-time competent person in writing as a Construction Supervisor, and if warranted, one or more Assistant Construction Supervisors, who shall have the same H&S duties as the Construction Supervisor. Provided that a sufficient number of competent employees have been appropriately designated under Construction Regulation CR 6(2) on this construction site, the appointed Construction Supervisor may supervise more than one site. On large projects, or those with high risks or accumulation of hazards or risks, must appoint a full-time or part-time Construction Safety Officer, as required by Construction Regulation CR 6(6). You are to lodge copies of these appointments with ourselves.

The responsible/competent person/s appointed in terms of the Act, shall work/consult with \_\_\_\_\_ (*Contractor name*) and other contractors employed on the project, on an H&S committee established specifically to ensure that the intentions of the OHASA are complied with, as per section 19 of the Act & Construction Regulation CR 7(3). Please furnish us with proof of appointment of H&S representatives, as required by section 18 of the OHASA. Every employee of yours must have undergone H&S induction, pertaining to the hazards prevalent on this construction site/project, prior to them entering the site. All employees must be in possession of proof of such H&S induction, and carry this proof with them for the period that they are on the site as per CR 7(8) and CR 7(9).

You must cause a risk assessment to be performed by a competent person appointed in writing, prior to work commencing & be updated during construction, in terms of Construction Regulation CR 7(1), which shall form part of your H&S plan.

By your signature on the acceptance of the appointment, you accept that both you & your company are fully responsible for any acts or omissions in terms of the Act by any of your employees or mandatories.

You must lodge a certificate with us confirming your registration in terms of the *Compensation for Occupational Injuries & Diseases Act No.130 of 1993*, when start on site.

Your company shall comply with all applicable legislation & amendments thereto, including, but not limited to the following:

- The Aliens Act of 1952;
- The Unemployment Insurance Act of 1986;
- The Labour Relations Act of 1995;
- The Basic Conditions of Employment Act of 1997;
- The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SANS10 0400)
- The Post Office Act 1958 (Act 44 of 1958) as amended
- The Electricity Act 1984, Act 41 of 1984
- The Regulations of Local Gas Board(s), including Publications of the SANS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4<sup>th</sup> October 1997
- Legislation pertaining to water usage and the environment
- Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- Common Law

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

Signature: \_\_\_\_\_  
CENTLEC OHS Act Section 6(1) /16(2)

**ACCEPTANCE OF APPOINTMENT**

I, \_\_\_\_\_ being CEO of \_\_\_\_\_ do hereby accept this appointment, and understand the requirements of this appointment and the Act and Construction Regulations, applicable Municipal regulations & By-laws.

\_\_\_\_\_  
Signature of Mandatory Or his Representative      \_\_\_\_\_  
Name (please print)      \_\_\_\_\_  
Designation      \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (16 (2) appointee)      \_\_\_\_\_  
Name (please print)      \_\_\_\_\_  
Designation      \_\_\_\_\_  
Date

***COPY OF THIS APPOINTMENT IS TO BE AVAILABLE ON THE CONSTRUCTION SITE, AS WELL AS SHEQ DIVISION OF CENTLEC.***