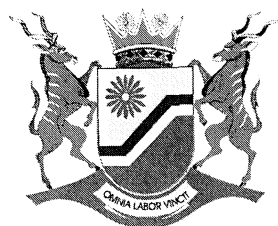


This document must remain the original when submitted, no copies will be accepted

MPUMALANGA PROVINCIAL GOVERNMENT



**DEPARTMENT OF CO-OPERATIVE GOVERNANCE &
TRADITIONAL AFFAIRS**

BID NUMBER: CGT/092/22/MP

**REQUEST PROPOSAL FOR THE APPOINTMENT OF A
SERVICE PROVIDER FOR THE FACILITATION OF THE
RECONSTITUTION OF 60 TRADITIONAL COUNCILS
IN THE MPUMALANGA PROVINCE AS PRESCRIBED
BY SECTION 16 OF THE TRADITIONAL AND KHOI –
SAN LEADERSHIP ACT 2019 (ACT NO 3 OF 2019
(KTLA)**

ISSUED BY:

Department of Co-Operative Governance & Traditional Affairs
Private Bag X11304
Mbombela
1200

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

PART A INVITATION TO BID

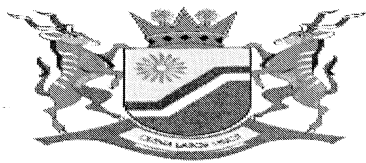
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS					
BID NUMBER:	CGT/092/22/MP	CLOSING DATE:	29 AUGUST 2022	CLOSING TIME:	12H00
DESCRIPTION	REQUEST PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE FACILITATION OF THE RECONSTITUTION OF 60 TRADITIONAL COUNCILS IN THE MPUMALANGA PROVINCE AS PRESCRIBED BY SECTION 16 OF THE TRADITIONAL AND KHOI –SAN LEADERSHIP ACT 2019 (ACT NO 3 OF 2019 (KTLA)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) <input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) <input type="checkbox"/> A REGISTERED AUDITOR NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	Department of Co-Operative Governance & Traditional Affairs		CONTACT PERSON	Mr A Mkhathshwa	
CONTACT PERSON	Mr. EE Sibiya		TELEPHONE NUMBER	071 151 3682	
TELEPHONE NUMBER	013 766 6969		FACSIMILE NUMBER		
CELL. NUMBER			CELL. NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	ASMkhathshwa@mpg.gov.za	
E-MAIL ADDRESS	esibiya@mpg.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
1.6.	OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) 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	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.



**co-operative governance
& traditional affairs**
MPUMALANGA PROVINCE
REPUBLIC OF SOUTH AFRICA

BID NO: AS PER THE BID BULLETIN

BID DOCUMENT

REQUEST PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE FACILITATION OF THE RECONSTITUTION OF 60 TRADITIONAL COUNCILS IN THE MPUMALANGA PROVINCE AS PRESCRIBED BY SECTION 16 OF THE TRADITIONAL AND KHOI –SAN LEADERSHIP ACT 2019 (ACT NO 3 OF 2019 (KTLA)

NAME OF BIDDER : _____

TEL NUMBER : _____

FAX NUMBER : _____

HEAD: CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

PRIVATE BAG X 11304

MBOMBELA

1200

CLOSING DATE: AS PER THE BID BULLETIN

THE BID IS VALID FOR 90 DAYS

REQUEST PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE FACILITATION OF THE RECONSTITUTION OF 60 TRADITIONAL COUNCILS IN THE MPUMALANGA PROVINCE AS PRESCRIBED BY SECTION 16 OF THE TRADITIONAL AND KHOI –SAN LEADERSHIP ACT 2019 (ACT NO 3 OF 2019 (KTLA)

1. BACKGROUND

Mpumalanga Province consists of 60 Traditional councils in three (03) District Municipalities spread as follows:

Ehlanzeni – 30 Traditional Councils

Gert Sibande – 17 Traditional Council

Nkangala – 13 Traditional Councils;

1.1 MANDATE OF COGTA

The Department of Cooperative Governance and Traditional Affairs is mandated to strengthen the institution of Traditional Leaders in order to fulfil this mandate in line with the constitution and the legislation governing traditional affairs the department must transform the institution by reconstituting all existing and recognised traditional authorities into traditional councils. This will enhance democracy in the traditional leadership space where the traditional leadership will be allowed to select 60% of people to participate in the newly established traditional council and 40% would be voted in by the relevant traditional communities. This reconstitution is in compliance with section 16 of the Traditional and Khoi-San Leadership Act of No 3 of 2019. It dictates that all traditional councils must have been reconstituted by the 31st of March 2023.

Traditional leadership has to function in a manner that embraces democracy and contributes to the entrenchment of democratic values, tradition and culture, thus enhancing its own status and legitimacy amongst the people. To this end, the critical challenge facing both government and traditional leadership is to ensure that custom, as it relates to the institution, is transformed in accordance with the Constitution and the Bill of Rights.

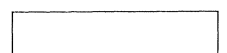
1.3 PROBLEM STATEMENT

The critical challenge facing both government and traditional leadership is to ensure that custom, as it relates to the institution, is transformed in accordance with the Constitution and the Bill of Rights. Such a transformation exercise must ensure that the institution:

- Responds and adapts to change;
- Is in harmony with the Constitution and the Bill of Rights, and promotes democratic governance and the values of an open and democratic society; and
- Promotes freedom, human dignity and the achievement of equality and non- sexism.

None reconstituted traditional councils render them not complying with section 16 of the TKL Act and debar them to perform their functions as stipulated in section 20, 23 and 24 of the Act.

The Department Co-operative Governance and Traditional Affairs is therefore inviting service providers to bid for the coordination and facilitation of traditional councils elections.



REQUEST PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE FACILITATION OF THE RECONSTITUTION OF 60 TRADITIONAL COUNCILS IN THE MPUMALANGA PROVINCE AS PRESCRIBED BY SECTION 16 OF THE TRADITIONAL AND KHOI –SAN LEADERSHIP ACT 2019 (ACT NO 3 OF 2019 (KTLA)

2 EXPECTED PROJECT DELIVERABLES

The service provider is expected to submit at the agreed times the following outputs:

SCOPE	DELIVERABLE
Sites establishment for election infrastructure.	Inception report
Recruitment of electoral staff and local staff	Recruitment report (electoral and local staff)
Finalization of electoral staff contracts	Report
Signing off of election notice and timetable/advert: posters, banners, and pamphlets	Report
Communications, election awareness campaign: Election Notice, flyers, posters, radio advert, and loud hailer	Election notices
Opening of Elections operation center's	Report on number of centers
Appointment of voter registration staff and training	Training report and number of staff trained
Election awareness campaign	Awareness campaign report
Voter Registration, Publication of voters roll, Inspection of voters roll and objection period	Publications and Inspection of voters roll report
Publication of the final voters roll and proclamation of voting day	Publication of the final voters roll and proclamation
Nomination awareness campaign and distribution of nomination forms	Report on awareness campaign and nomination forms
Facilitation of gazetting of 60% component	Report on facilitated 60% component for gazetting
Printing of the ballot paper and Voting Material	Ballot papers printed
Loud hailer announcement (reminder)-voting day: Closing of voting awareness	Awareness report
Voting day	Number of voting station opened
Counting of Ballot Papers	Report on counting of ballot papers
Objection to Elections	Report on number of objection to Elections
Submission of final election report	Submission of final election report
Facilitation of gazetting of 40% component	Report on the facilitation of gazetting of 40% component
Induction of traditional councils	Report on Induction of traditional councils



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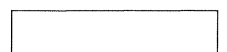
3 SCOPE OF WORK

- Sites identification for election infrastructure.
- Provision of Safe, Reliable ,Cost Effective and Durable Election Conducting System or Technology with Equipment and Accessories
- Recruitment of electoral staff and local staff
- Finalization of electoral staff contracts,
- Signing off of election notice and timetable/advert: posters, banners, and pamphlets
- Communications, election awareness campaign: Election Notice, flyers, posters, radio advert, and loud hailer
- Opening of Elections operation center's
- Appointment of voter registration staff and training
- Election awareness campaign
- Voter Registration, Publication of voters roll, Inspection of voters roll and objection period
- Publication of the final voters roll and proclamation of voting day
- Nomination awareness campaign and distribution of nomination forms
- Facilitation of gazette of 60% component
- Printing of the ballot paper and Voting Material
- Loud hailer announcement (reminder)- voting day: Closing of voting awareness
- Voting day
- Counting of Ballot Papers
- Objection to Elections
- Submission of final election report
- Facilitation of Gazetting 40% Component
- Induction of traditional councils

4 EXPERTISE AND REQUIREMENTS.

Mandatory skills required from the service provider:

- Knowledge and understanding of the Traditional Institution environment Including facilitating elections
- proven track record in the development and or implementation and or monitoring and or capturing of information on or of elections conducting systems/technology preferable with features to address the functions as per the scope of work and easy to integrate with existing systems (preferably in Traditional Councils)
- A track record of having performed similar functions as per scope of work.
- Understanding of the culture and customs of the various traditional leadership in Mpumalanga.
- A knowledge of traditional leadership areas of jurisdictions
- Experience of conducting elections is required
- A knowledge of dispute resolution will be an added advantage.



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- The service provider should have a host of experience in its team ranging from mapping, legal and administration.

5 FORMAT OF PROPOSAL

All proposals are to respond to requirements as per the Terms of Reference (TOR).

All proposals should be clearly indexed and easy to read

The proposal to constitute a total bid price should have a consolidated costing for manual and electronically/systematic cost of rendering the services as listed in the scope of work.

A separate cost of selling the election conduction equipment, technology, transfer cost and Annual Maintenance should submitted in a separate costing offer and the cost must not be added to the total bid price or proposal offer to COGTA.

6 DOCUMENTATION AND CONFIDENTIALITY.

Material and data produced within the context of the projects whether in hard, digital and/or video format shall be the property of the Department of CoGTA and Municipality concerned.

7 GENERAL CONDITIONS OF CONTRACT

- 7.1 This bid and all contracts will be subject to the attached General Conditions of Contract issued by the National Treasury
- 7.2 The Department and appointed Service Provider will sign a Contract of Service upon appointment
- 7.3 The Service Provider should commence rendering services to the Province from the date as agreed with the Department after receiving the letter of appointment and signed the Contract of Service
- 7.4 During the execution of the litigation, the Service Provider is required to give reports on the progress of the litigation
- 7.5 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in the Department
- 7.6 The successful Service Provider agrees to keep all records and information of, or related to the litigation confidential and not discloses such records or information to any third party without the prior written consent of the Department
- 7.7 The Department reserves the right to terminate the Contract in the event that there is clear evidence of non-performance and non-compliance with the Contract
- 7.8 The short-listed Service Provider may be required to do a presentation in person to the Department, at their own cost, should it be deemed necessary to do so

8 CLIENT BASE

Bidders must have specific experience and submit at least four recent references (in a form of written proof (s) on their company's letterhead including relevant person(s), telephone, fax numbers and e-mails) of similar work undertaken.



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COGTA reserves the right to contact references during the evaluation and adjudication process to obtain information.

9 ACCEPTANCE AND REJECTION

The Department may reject any bid document if it deviates from the set criteria and reserves the right to accept or reject any bid if it does not meet the necessary requirements. The department is not obliged to accept the lowest or any bid and reserves a right to appoint more than one Bidder.

10 FRONTING

COGTA supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background COGTA condemns any form of fronting.

COGTA in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.

Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with public sector for a period not exceeding ten years, in addition on any other remedies COGTA may have against the bidder/contractor concerned.

11 PROHIBITION OF RESTRICTIVE PRACTICES

11.1 In terms of section 4(1) 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:

- Directly or indirectly fixing a purchase or selling price or any other trading condition;
- Dividing markets by allocation customers, suppliers, territories or specific types of goods or services; or
- Collusive bidding.

If a bidder(s) or contractor(s), in the judgment of purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other



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remedy provided for, invalidate the bid(s) for such items(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Completion Act no.89 of 1998.

12 SPECIAL CONDITIONS OF CONTRACT

The following Special conditions of Contract are an extract of the final intended contract and supplementary to the General Conditions of Contract mentioned above. However, where the special conditions on contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.

Any misrepresentation of information provided in this bid may result in the cancellation of the Contract. It is a condition of this bid that the Tax matters of the Service Provider MUST remain compliant and in order at the time of award and for the duration of the Contract; It will be a requirement, that for the duration of the Contract if and when awarded that the successful bidder must remain in good order on the Central Supplier Database, that any bank details provided must correspond with the company registration name as applied for this bid.

The systems services would be considered to have been delivered when:

- 12.1 The application/electoral system with all its listed features in each election point or stage and as per scope of work is up and running and reports are available on request
- 12.2 The End User training is complete and all the users of the application can operate the application.
- 12.3 The cost of equipment and application source code and transfer cost should be clearly defined and quoted separate not as part of the proposal total cost and should be transferable or saleable by the bidder to COGTA in a DVD or any secondary device or as advised should COGTA request so.
- 12.4 The shortlisted bidders may be invited for presentation and demonstration.
- 12.5 The department reserves the right to invite the preferred bidder(s) for further clarity on their bids if necessary.
- 12.6 The department reserves a right NOT to appoint any service provider if it deems fit that the bid is non-responsive.
- 12.7 The Department reserves a right to appoint more than one service provider.
- 12.8 No bidder will be appointed with a Non-Compliant Tax status
- 12.9 The Department reserves a right to appoint service providers on the agreed negotiated rates.
- 12.10 The proposed electoral conducting technology should have the following functionality and characteristics;**
 - 12.10.1 The technology must be suitable for use at large operational scales (with or without further additions to the technology)
 - 12.10.2 The technology must be appropriate for use by less educated persons
 - 12.10.3 The technology should be easy to operate / use,



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12.10.4 The technology should be safe, durable, cost-effective,

12.10.5 The technology should be easy to integrate with the existing systems should there be a need.

13 BRIEFING SESSION

Non-compulsory or Compulsory Briefing session details will be stated in the Advert. Any bidder who requires clarity may contact the relevant contacts as indicated in the advert prior the briefing date and time.

14 EVALUATION PROCESS

The bid will be evaluated in accordance with the Preferential Procurement Policy Framework, (PPPFA) 2000 (Act 5 of 2000) and the revised Preferential Procurement Regulations 2017 (PPR) together with all applicable and relevant Legislations and Instruction Note(s). (80 points for price and 20 points for the applicable B-BBEE status level of contribution SLC)

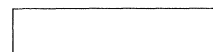
The Evaluation process comprises of the following phases:

14.1 Phase I: Initial Screening Process

Failure to submit or adhere to the following bid documents requirements will lead to automatic disqualification.

- 14.1.1 Submission of a Proposal with clear methodology and costing on facilitating traditional councils elections and provision relevant IT Support Technology covering all activities as per the scope of work Manually and electronically
- 14.1.2 Proof of qualification - Degree Minimum (LLB, an IT Systems developer or ICT solutions providers in the team
- 14.1.3 Separate cost of buying the election conducting/Facilitating equipment, application source code, and accessories and annual maintenance thereof
- 14.1.4 All SBD forms must be fully completed and signed
- 14.1.5 Signed Joint Venture Agreement and Power of Attorney in case of Joint Ventures
- 14.1.6 Company Profile, including previous contract work done, value of the work and contactable references per contract.
- 14.1.7 Compliance with all the Requirements of the Advert
- 14.1.8 Registered on Central Supplier's Database and in Compliance with all requirements in particular the listed Status to avoid disqualification
 - 14.1.8.1 The Business registration status – In business
 - 14.1.8.2 Bid restrictions and defaulters status- Not Restricted
 - 14.1.8.3 Employment with the State Status. Not Government Employee

14.2. Phase II: Functionality evaluation as per attached Terms of Reference



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- 14.2.1 Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- 14.2.2 Bidders must as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring for the respective bids will evaluate and score all bids based on their submissions and the information provided
- 14.2.3 Bidders will not rate themselves, but need to ensure that all information is supplied as required
- 14.2.4 The Bid Evaluation committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders
- 14.2.5 The BEC members will individually evaluate the responses received against the following criteria as set out below:

QUALITY & BID EVALUATION CRITERIA FOR PREFERENCE AND PRICE	
CRITERIA	WEIGHT
Understanding of the Scope (Presentation of Proposal) (manually functions (10) Electronic/Systematic functions (10) Understanding of the culture and customs of the various traditional leadership in Mpumalanga Province and the election processes cost efficiency, effectiveness and economic benefits in the proposed offer: <ul style="list-style-type: none"> • Electoral Technologies : Equipment and Software application prototype, and ICT Solutions • Deployment of Methodology, Plan, Approach Design framework, Training and Mentorship of Personnel, System Security • Demonstration including Programme of works with time frames and tasks features and functions of equipment or personnel in relation to the scope of work. To be rated on the above; <ol style="list-style-type: none"> 1. Submit a consolidated proposal with clear costing for Manual and electronic/systematic for elections facilitation as per the scope of work to be presented on request 2. separate cost of selling to COGTA; the equipment, source code ,technology and transfer cost on request 	20
Experience In Traditional Council Disputes resolution Knowledge and experience of dispute resolution process on traditional council's disputes or Matters. (Attach letter(s) and orders of appointment demonstrating work experience, close out report and or court judgement	10
Staffing Profile	20



REQUEST PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE FACILITATION OF THE RECONSTITUTION OF 60 TRADITIONAL COUNCILS IN THE MPUMALANGA PROVINCE AS PRESCRIBED BY SECTION 16 OF THE TRADITIONAL AND KHOI –SAN LEADERSHIP ACT 2019 (ACT NO 3 OF 2019 (KTLA)

<p>Details of staff available for this Contract with attached CV, certified qualifications written and signed consent from relevant personnel with reference to this bid. The following technical skills or qualifications are required:</p> <p>Qualification staff profile</p> <p>The service provider should have a host of experience in its team ranging from mapping, legal and administration, Project Management, Software Development, Data Scientist</p> <p>A knowledge of traditional leadership areas of jurisdictions</p> <p>National Certificate or NQF Level 5 =1 National Diploma or NQF Level 6 =2 Bachelor's Degree or NQF level 7 =3 Honours Degree or NQF Level 8= 4 Masters or NQF Level 9 and above =5</p> <p>To be rated on all 5 Qualifications</p> <ol style="list-style-type: none"> 1. Software development (2) 2. Legal LLB (5) 3. Administration (2) 4. Information Technology (2) 5. Geographic Information systems/geography or geomatics or cartography (4) 6. Project management (3) 7. Data scientist (2) <p>(To be rated on the above criteria attach CV and certified qualifications)</p>	
<p>Previous Experience</p>	<p>30</p>
<p>Knowledge and understanding of the Traditional Institution environment 20</p> <p>R1 to R500 000 =1 R500 001 to R1 000 000 =2 R1 000 001 to R2 000 000 =3 R3 00 001 to R4 000 000 =4 R4 000 001 and above =5</p> <p>Attach appointment letters, orders and or Completion Certificate</p>	
<p>Experience of conducting elections is required 10</p>	



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Track record of having performed similar function. 1 elections =1 2 elections=2 3 elections =3 4 elections =4 4 and above =5 Attach appointment letters, orders and or completion certificate	
Financial Ability to execute the Contract Proof of financial ability (Bank Code Rating Letter) (5) Grading A = 5 B = 4 C = 3 D = 2 E = 1 Attach Bank rating Letter	5
Office location and available resources (5) Service Provider should attach proof of a local business address within the Province bearing the Title deed in the name of the Service Provider Where the office is leased, a Lease agreement is required clearly stating that the owner of the office space has duly agreed that the Service provider can utilize the facility. Available Transport ,Resources, Electoral Equipment And Material To Meet The Demands Of The Proposal Submitted (10) (your Proposal's Required Resources: Valid Certificates Copies in the name of the Company or Directors) In case of hire Proof of Agreement/arrangement and copies of certificate in the name of the lessor/ providers Valid Certificate Copies in the name of the Company or Director)	15
Total	100

Only bidders who attain a minimum of 70 percent on Functionality will qualify to proceed for further evaluation on Price and Preference points.

- Each panel member will rate each individual criterion on the score sheet using the following scale:
- 1- Poor, 2- Below average, 3- Good, 4- Good, 5- Excellent**
- Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a



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fraction of the best possible score for all criteria. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.

- d) The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- e) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70 percent for functionality will be evaluated and scored in terms of pricing and socio economic goals as indicated hereunder.
- f) Any proposal not meeting a minimum score of 70 percent functionality proposal will be disqualified.
- g) The price will not be evaluated at this stage

14.3 Phase III: Price / Financial stage

14.3.1 Price / Financial proposal must be submitted in South African Rand.

14.3.2 the following formula will be used to calculate the points for price in respect of this bid :

$$Ps = 80 \left(1 - \frac{(Pt - Pmin)}{P min} \right)$$

Where

Ps= Points scored for comparative price of bid under consideration

Pt= Comparative price of bid under consideration

P min = Comparative price of lowest acceptable bid

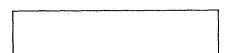
14.3.3 The responsive bids will be adjudicated by the State on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- Broad-based black Economic Empowerment as well as specific goals (maximum 20 points)

14.3.4 The department reserves the right to arrange contracts with more than one contractor.

14.3.5 The Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Procurement Regulations 2017, Regulations were gazetted on 20 January 2017 (No. 40553) and effective from 01 April 2017. These bid will be evaluated as per above mentioned regulations. Bidders are required to submit B-BBEE status level certificate issued by an authorized body or person; a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act and in case a Joint Venture, a combined BBBEE certificate for the service providers must be provided, and subcontracting, the regulations will be followed.

14.3.6 A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and / or subcontracting with a Broad-Based Black Economic



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Empowerment stipulated in the Preferential Procurement regulations of 2017. For this bid the maximum number of Broad-based black Economic Empowerment status that could be allocated to a bidder is indicated below:

-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
NON-COMPLIANT CONTRIBUTOR	0

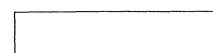
Failure to capture the required status level on the SBD 6.1 and to submit the required B-BBEE status level certificates will lead to a zero (0) status level for non-compliant service providers

- 14.3.6.1** The points scored by a bidder in respect of the points indicated above will be added to the points scored for price.
- 14.3.6.2** Bidders are requested to complete the various preference claim forms in order to claim preference points.
- 14.3.6.3** Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- 14.3.6.4** Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to B-BBEE status.
- 14.3.6.5** Points scored will be rounded off to the nearest 2 decimals.
- 14.3.6.6** In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- 14.3.6.7** A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points. The bidder must submit copies of identity documents of all directors or shareholders of the company with the bid documents at the closing date and time of the bid.

15 Phase IV: Vetting or verification of Information Submitted

Shortlisted bidders will be required to undergo the vetting procedure to verify the authenticity of the submitted documents during the submission period and bidder can be eliminated if discovered that false information was submitted and this doesn't mean that the bid is automatically awarded to you.

16. GENERAL



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- 16.1 This Contract shall be construed according to the laws of the Republic of South Africa applicable to agreements that are signed and performed within the Republic of South Africa.
- 16.2 The terms and conditions set out herein constitute the entire Contract between the Parties. No amendment or variation of whatever nature shall be binding unless reduced to writing and signed by both Parties.

17. LEGAL IMPLICATIONS

Successful service providers must be prepared to enter into a Contract with the Department. The Department reserves the right to award this bid on a non-exclusive basis, i.e. The Department may procure similar services outside this bid with the view of securing the best service and value for money

18. PAYMENT

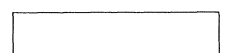
- 18.1 When appointed the Original copies of invoices to substantiate all costs must be provided. The Service Provider's invoices should include the Department's order number that will be provided to the selected Service Provider upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project, for what purpose those hours were spent and to what extent the objectives were achieved. No copies, faxes or e-mailed invoices from the Service Provider will be processed.

Payment to the Service Provider shall be facilitated by the Department within 30 (thirty) days of submission of invoices to the Department, which are subject to approval by the Department. No part payments shall be made to the Service Provider. Payments will be made only for work performed to the satisfaction of the Department.

- 18.1.1** This is a performance-based Contract and the Service Provider's performance shall be measured and assessed in terms of the deliverables and this clause; failure to meet the required standard by the Service Provider, the Department must-
- notify the Service Provider in writing within 7 (seven) working days from date of the assessment to rectify the unacceptable performance; and
 - The Service Provider must rectify the unacceptable performance within 7 (seven) working days from the assessment at no extra costs.

18.2 EXTRA WORK

- 18.2.1** Any costs for extra work by the Service Provider, incurred over and above this bid which, in the sole opinion of the Chief Financial Officer are due to reasons attributable to the Service Provider during any phase of the project shall be borne by the Service Provider.



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If, after the commencement of this Contract, the cost or duration of the services is altered as a result of changes in, or addition to any statute, regulation or by-law, or in the requirement of the authority having jurisdiction over any matter in respect of the services, then the agreed fees and time for completion, may on discretion of the Head of Department, be adjusted in writing, in order to reflect the impact of those changes.

19. COMMUNICATION

Supply Chain Management will communicate with bidders for, among others. Where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for COGTA in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

20. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in invalidation of such bids.

21. ROLE OF COGTA

The Department will be responsible for monitoring and evaluation of the project through the Office of the Traditional Institutional Management. The Department shall co-ordinate meetings with the service provider on a monthly basis.

22. PROJECT TIME FRAME.

The period of the project is estimated to take at most seven (7) months. The service provider shall report to the Mpumalanga COGTA and relevant Traditional Council respectively on monthly basis.

23 MONITORING

Bidders are to note that the Department will monitor and evaluate the project. All payment claims are to be certified by the delegated official, before payment can be effected.

24 TAXES

Value Added Tax at 15% must be included in the agency fees. If a bidder is not registered with SARS for VAT purposes and is awarded a bid that is above the threshold required for registration, proof for VAT registration application must be submitted within 14 days of the signing of the contract with the Department. **Failure to submit the above-stated shall result in the VAT not been paid to the Bidder.**



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25. RIGHT TO INVESTIGATE AND SEEK CLARIFICATION

The Department may, in its sole discretion, seek clarification, during the process. In the process of clarification, no change in the substance of the Technical Section or in the Financial Section shall be sought, offered or permitted.

The Department shall, seek all clarifications in writing and the Bidders responses shall also be in writing.

Without limiting the information above, the Department may, in its sole discretion;

- Investigate evidence of the ability and experience of a Bidder under consideration, including joint venture partners, proposed sub-contractors, and parties otherwise related to the Bidder or the Bidder's Proposal; and
- Require or seek out confirmation from other parties of information furnished by a Bidder.

26. ASSIGNMENT/ FRONTING

Fronting is prohibited. Any bidder found to have fronted shall automatically be disqualified. For contracts already awarded, the contract shall be cancelled and any costs borne shall be for the account of the defaulting Bidder. These costs shall include the costs of appointing another Bidder to complete the work.

27. SIGNATURE OF AUTHORITY

Only persons duly authorized by a company shall sign the documents that are to be submitted to the Department. A letter of authorization must accompany bid documents. In terms of joint ventures, a document of establishment of the venture must accompany bid documents. Representatives of all the parties in the joint venture shall sign the establishment document.

28. ACCEPTANCE CRITERIA

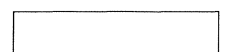
The appointed bidder is expected to fulfil the below acceptance criteria:

- a. The bidder will provide Configuration Documentation and Installation Guide/Standard Operating Procedures (SOP), which should clearly state how to manage the web-based application, details of the database, environment and its configuration.

29. TIME SCHEDULE

All bids will be valid for **90 days** after closing date. In cases where the bidder fails to sign the contract of agreement or produce the required security within the required time, be unable to undertake work given or withdraw during the appointment period, the bidder shall repay the full expenses of re-advertising and preparing of new bids. This shall not apply if the Department accepts another bidder from the list.

30. JURISDICTION



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The applicable legislation of the Republic of South Africa shall apply to each contract on its acceptance as *domicilium citandiet executandi*, where any legal process may be resumed on the contractor.

Each bidder binds itself to the jurisdiction and the stipulated laws of the Republic of South Africa.

31. PRICE NEGOTIATIONS

- a. Rates will be negotiated whereby a standard rate will apply to all successful bidder(s) in terms of the market related price.
- b. If the price offered by the bidder scoring the highest points is not market related, the department will negotiate a market related price with the bidder scoring the highest points or cancel the bid.
- c. If the bidder scoring the highest points does not agree to a market related price the department shall negotiate a market related price with second bidder, if the bidder scoring the second highest points does not agree to a market related price the department shall negotiate a market related price with bidder scoring the third highest points.
- d. If the market related price is not agreed to as envisaged by the first, second and third bidder the department shall cancel the bid.

32. REPORTING AND ACCOUNTABILITY

- a. During the execution of the Project, the Service Provider must submit regular progress reports and attend meetings at intervals as determined by the project team or Project committee managing the Service Provider.
- b. All information captured and or used to generate the outputs of the Project remains the property of the Municipality Council and the Department, and must be handed over in its totality when the project is closed. The Department will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the course of the project become part of the Contract. The information must be captured and provided in a digital format as agreed (in writing) between the Service Provider and the Department. This agreement must be reached and signed off together with the project plan before the Project commences.
- c. The Project will be signed off by the Chief Financial Officer or representative when:
 - all the end products (refer to list) have been delivered,
 - a formal presentation has been made to Office of the Chief Financial Officer, and
 - The Chief Financial Officer or representative is satisfied that all requirements have been met.



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- d. Team members that will be directly involved in the Project will be expected to attend all progress report meetings as scheduled and agreed upon by both Parties. The selected team members shall stay the same for the duration of the Project and cannot be changed without prior discussions with and approval from the Department.
- e. The Project team will consist of appointed Service Provider/team plus a dedicated Project team as assigned by the Department and the Traditional Council.

33 ENQUIRIES AND CLOSING DATE

Technical Enquiries : ***Mr A Mkhathshwa***
: ***071 151 3682 / 013 766 6160***
: ***Email:asmkhatshwa@mpg.gov.za***

Administrative Enquiries : ***Mr EE Sibiya***
: ***013 766 6969***
: ***esibiya@mpg.gov.za***

Closing Date : ***As Per Bid Bulletin***



PART T2: RETURNABLE SCHEDULES

TABLE OF CONTENTS	Page	Colour
T2.1: LIST OF RETURNABLE DOCUMENTS.....	T.27	Yellow
T2.2: RETURNABLE SCHEDULES TO BE COMPLETED BY SERVICE PROVIDERS.....	T.28	Yellow

PART T2: RETURNABLE SCHEDULES

T2.1 List of Returnable Documents

The Service Providers must complete the following Returnable Documents in the Appendix

The complete bid document as received from the employer, together with all additional documentation as requested, must be submitted. No documentation must be removed from the bid document.

Compulsory Returnable Documents:

- Legal Joint Venture Agreement (where applicable);
- Bank rating letter, certified by bidder's banker
- CIDB registration Certificate;
- Proof of Registration with the Central Supplier Database;
- Annexure C (Local Content Declaration: Summery Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid;

NB: It is the responsibility of the bidder to ensure that the following key information is in order to avoid any disqualification during the bid evaluations:

- Tax compliance status
- The Business registration status
- Tender restrictions and defaulters status
- Bank Account information
- Identification number and the service of the state status

Non-submission of any of the above listed documents may lead to disqualification of the bid.

Returnable Schedules

The bidder must complete the following returnable documents:

Returnable Schedules required only for bid evaluation purposes

- Record of Addenda to Bid Documents (if applicable);
- Proposed Amendments, Deviations and Alternatives (if applicable);
- Bidder's previous experience;
- List of traceable references for similar services;
- Technical Proposal – Full and Detailed (if applicable);
- Full and Detailed Technical Specifications (Designs and Layouts, Plans and Drawings, Material Specifications, etc)
- Schedule of plant and equipment;
- Schedule of proposed subcontractors
- Preliminary Execution Programme;
- Capacity: Signed CVs of staff with letter of consent, certified proof of Qualification(s) not older than three (3) months and organogram;
- Company profile;
- A copy of valid B-BBEE Status Level Verification Certificate or a sworn affidavit;
- Valid letter of Good Standing from the Department of Labour;

Other schedules and documents that will be incorporated into the contract and must be completed & submitted to be considered responsive

- Fully completed and signed Compulsory Enterprise Questionnaire;
- Fully completed and signed Certificate of Authority for Signatory;
- Schedule of amendments, deviations and alternatives;
- Contractor's health and safety declaration;

- Fully completed and signed all SBD forms
- The Bill of Quantities (BoQ) must be fully completed and signed
- Attendance of site briefing meeting and signing of attendance register
- Notification Form in Terms of the Occupational Health and Safety Act 1993, Construction Regulations 2003
- Offer and Acceptance
- Contract Data
- Pricing schedule
- Other

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Note that the bid document must be fully completed and signed, failure which may result in disqualification of the bid.

5 The Offer portion

Part C1 Agreement and Contract Data
Part C2 Pricing Data
Part C3 Scope of Work
Part C4 Site Information

Note that the bid document must be fully completed and signed, failure which may result in disqualification of the bid.

T1.3: Annex F: Standard Conditions of Bid

(As contained in Annexure F of South African National Standard: Construction procurement processes, Methods and procedures: SANS 294: 2004 Edition)

F.1 General

F.1.1 Actions

The employer and each service provider 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 service providers 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 service provider 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 service provider. 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 may accept any Bid offer in part or in full and split the Bid to award to one or more Bid offers. The employer shall not accept or incur any liability to a service provider for such cancellation and rejection, but will give written reasons for such action.

F.1.5.2 Price negotiations

F.1.5.2.1 Rates will be negotiated whereby a standard rate will apply to all successful bidder(s) in terms of the market related price.

F.1.5.2.2 If the price offered by the bidder scoring the highest points is not market related, the department

will negotiate a market related price with the bidder scoring the highest points or cancel the bid.

F.1.5.2.3 If the bidder scoring the highest points does not agree to a market related price the department shall negotiate a market related price with second bidder, if the bidder scoring the second highest points does not agree to a market related price the department shall negotiate a market related price with bidder scoring the third highest points.

F.1.5.2.4 If the market related price is not agreed to as envisaged by the first, second and third bidder the department may cancel the bid.

F.1.5.3 After the cancellation of a Bid process or the rejection of all Bid offers the employer may abandon the proposed procurement and re-issue a similar Bid notice and invitation to Bid not less than three months after the closing dated for Bid offers or have it performed in another manner at any time.

F.2 Service Providers obligations

The service provider shall comply with the following obligations:

F.2.1 Eligibility

Submit a Bid offer only if the service provider complies with the criteria stated in the Bid data and the service provider, 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 service provider 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.

Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated.

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 service providers 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.

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) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The service provider 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 service provider, 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 service provider. 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 service provider 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 and described in the scope of works, 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 service provider. Signatories for service providers 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 service providers 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 service provider'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 shall 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 total of the prices or substance of the Bid offer is sought, offered, or permitted. The total of the prices stated by the service provider shall be binding upon the service provider.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred service provider 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 service providers 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 service provider 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 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

The employer undertakes to:

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the Bid closing time stated in the Bid Data and notify all service providers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the Bid documents to each service provider during the period from the date of the Bid Notice until seven days before the Bid closing time stated in the Bid Data. If, as a result a service provider applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, will then notify it to all service providers 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 service provider concerned.

F.3.4 Opening of Bid submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid Bid submissions in the presence of service provider's 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.3.4.2 Announce at the opening held immediately after the opening of Bid submissions, at a venue indicated in the Bid data, the name of each service provider 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.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the Bid data that a two-envelope system is to be followed, open only the technical proposal of valid Bids in the presence of service provider's agents who choose to attend at the time and place stated in the Bid data and announce the name of each service provider whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by service providers, then advise service providers 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 service providers, who score in the quality evaluation above 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 service providers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to service providers, 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 service provider.

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each Bid offer properly received:

- a) meets 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.

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:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the service provider's risks and responsibilities under the contract,
- or affect the competitive position of other service providers 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.3.9 Arithmetical errors

Check responsive Bid offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill 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 Bided shall govern, and the unit rate will be corrected.

- 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 service provider's addition of prices, the total of the prices shall govern and the service provider will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the Bided total of the prices.

Consider the rejection of a Bid offer if the service provider does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a Bid offer

Obtain clarification from a service provider on any matter that could give rise to ambiguity in a contract arising from the Bid offer.

F.3.11 Evaluation of Bid offers

F.3.11.1 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 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 service providers are eligible for the preferences claimed, and if so, score Bid evaluation points for preferencing. 4) Calculate total Bid evaluation points. 5) Rank Bid offers from the highest number of Bid evaluation points to the lowest. 6) Recommend service provider 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.
---	---

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

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Bid Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of Bid offer

F.3.13.1 Accept Bid offer only if the service provider satisfies the legal requirements stated in Clause F.2.1 of the Bid Data.

F.3.13.2 Notify the successful service provider 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 service provider as described in the form of offer and acceptance.

F.3.13.3 The Contingency will be claimed by the service provider as and when required and it must be approved by the Accounting Officer of delegated authorities.

F.3.13.4 The service provider must submit bank guarantee, acceptance letter and programme of works upon

appointment

F.3.14 Notice to unsuccessful Service providers

After the successful service provider has acknowledged the employer's notice of acceptance, notify other service providers that their Bid offers have not been accepted.

F.3.15. 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 service provider, and
- d) The schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful service provider 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 service provider to submit, after acceptance by the employer, shall be included.

F.3.17 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.3.18 Provide copies of the contracts

Provide to the successful service provider 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.

PART T1: BID PROCEDURES

TABLE OF CONTENTS	Page	Colour
T1.1: NOTICE AND INVITATION TO BID	T.5	White
T1.2: BID DATA	T.8	Pink
T1.3: ANNEXURE F: STANDARD CONDITIONS OF BID	T.17	Pink



**MPUMALANGA PROVINCIAL GOVERNMENT
COOPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS (COGTA)**

**REQUEST PROPOSALS FOR THE APPOINTMENT OF ONE OR MORE PROJECT MANAGEMENT
SERVICE PROVIDERS FOR DEMOLISHING OF OLD, DESIGN, PLANNING AND DEVELOPMENT OF
NEW TRADITIONAL COUNCILS OFFICES WITHIN THE MPUMALANGA PROVINCE**

BID NO: AS PER BID BULLETIN

The Mpumalanga Department of **Cooperative Governance & Traditional Affairs (CoGTA)**
invites : **Proposals For The Appointment Of One Or More Project Management Service Providers For
Demolishing Of Old, Design, Planning And Development Of New Traditional Councils Offices Within
The Mpumalanga Province**

The works consist of Demolishing Of Old, Design, Planning and Development of New Traditional Councils Offices Within The Mpumalanga Province other general works.

Service Provider should have a minimum required CIDB Contractor Grading required to render the services as per the proposal Amount and Category for each specific traditional council offices's scope of work or proposal .

BID documents will be obtainable from the following supply chain management offices **Mbombela Riverside Government Complex, Malelane 24 Air Street, Siyabuswa Old Parliament Building, Middleburg Department of Public Works, KwaMhlanga Government Complex Department of Finance, Piet Retief no. 11 Mearsorch Street, Evander 10 Cornell Road, Elukwatini Sub-Regional Offices and Bushbuckridge Advice Centre, Department of Finance**, on payment of a non-refundable levy of **R100.00** or can be downloaded at <http://www.etenders.gov.za/content/advertised-tenders>. Only bank guaranteed cheques or cash will be accepted and document can be collected between 7:45 and 16:00 Cheques shall be made payable to Mpumalanga Provincial Government.

The Closing Date: As Per Bid Bulletin.

Duly completed BIDs enclosed in a sealed envelope marked **"Request Proposals For The Appointment Of One Or More Project Management Service Providers For Demolishing Of Old, Design, Planning And Development Of New Traditional Councils Offices Within The Mpumalanga Province"** with the name of the Bidder, shall be deposited in the clearly marked BID boxes provided **at the following Supply Chain Offices: Mbombela, Malelane, Bushbuckridge, KwaMhlanga, Middleburg, Piet Retief and Evander.**

Briefings sessions will be conducted on **As Per Bid Bulletin** and prospective service providers are requested to meet the Employer / Representative at : **As Per Bid Bulletin information and or E-Tender Portal Advert .**

Telegraphic, telephonic, telex, facsimile, e-mail and late bids WILL NOT be accepted

Bidders should ensure that bids are delivered on time to the correct address. If the bid is late, it will not be accepted for consideration

All documentation submitted in response to this bid must be in English, unless otherwise indicated under technical specification

PREPARED FOR:	PREPARED BY:
 <p>co-operative governance & traditional affairs</p> <hr/> <p>MPUMALANGA PROVINCE REPUBLIC OF SOUTH AFRICA</p> <p>Head Of Department Mpumalanga Department Cooperative Governance & Traditional Affairs (COGTA) Private Bag 11304 Nelspruit 1200</p>	<p>Mr. J. Mbedzi <u>0762577978</u> Engineer</p> <p>Mpumalanga Department Cooperative Governance & Traditional Affairs (COGTA) Private Bag 11304 Nelspruit 1200</p>

T2.2 Returnable Schedules to be completed by Service Provider

RECORD OF ADDENDUM TO BID DOCUMENTS

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:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Service
Provider

Initials : _____

CERTIFICATE OF AUTHORITY OF AN ENTITY

Indicate the status of the service provider by ticking the appropriate box hereunder. The service provider must complete the Certificate set out below for the relevant category.

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE 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 authorised to sign all Documents in
connection with this Bid and any Contract resulting from it on behalf of the Company.

Signature of Chairman:

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

Initials :

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a Joint Venture, **separate** Enterprise questionnaires in respect of each Partner must be completed and submitted.

Section 1: Name of Enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of Sole Proprietors and Partners in Partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if Sole Proprietor or Partnership and attach separate page if more than 3 Partners

Section 5: Particulars of Companies and Close Corporations

Company registration number

Close Corporation number

Tax reference number

Section 6: Record in the service of the State

Indicate by marking the relevant boxes with a cross, if any Sole Proprietor, Partner in a Partnership or Director, Manager, Principal Shareholder or Stakeholder in a Company or Close Corporation is currently or has been within the last 12 months in the service of any of the following:

a Member of any Municipal Council
 a Member of any Provincial Legislature
 a Member of the National Assembly or the National Council of Province
 a Member of the Board of Directors of any Municipal entity
 an Official of any Municipality or Municipal entity

an employee of any Provincial Department, National or Provincial Public entity or Constitutional Institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
 a Member of an Accounting Authority of any National or Provincial Public Entity
 an employee of Parliament or a Provincial Legislature

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

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: Record of spouses, children and parents in the service of the State

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a Sole Proprietor, Partner in a Partnership or Director, Manager, Principal Shareholder or Stakeholder in a Company or Close Corporation is

Initials : _____

currently or has been within the last 12 months been in the service of any of the following:

a Member of any Municipal Council
 a Member of any Provincial Legislature
 a Member of the National Assembly or
 the National Council of Province
 a Member of the Board of Directors of
 any Municipal Entity
 an Official of any Municipality or
 Municipal entity

an employee of any Provincial Department, National
 or Provincial Public Entity or Constitutional Institution
 within the meaning of the Public Finance
 Management Act, 1999 (Act 1 of 1999)
 a Member of an Accounting Authority of any National
 or Provincial Public entity
 an employee of Parliament or a Provincial Legislature

Name of spouse, child or parent	Name of Institution, Public Office, Board or Organ of State and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance Certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the Enterprise or the name of any Partner, Manager, Director or other Person, who wholly or partly exercises, or may exercise, control over the Enterprise appears on the Register of Bid Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- 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;
- 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; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise
Name

Initials : _____

SCHEDULE OF THE SERVICE PROVIDERS EXPERIENCE

The following is a Statement of Work of similar nature recently successfully executed by myself / ourselves:

EXPERIENCE	Employer: Contact Person and Telephone Number	Consulting Engineer: Contact Person and Telephone Number	Nature of Work	Value of Work (inclusive of VAT)	Date Completed
1					
2					
3					
4					
CURRENT	Employer	Engineer	Nature of Work	Value of Work (VAT Inclusive)	Contractual completion Date
1					
2					
3					
4					

SIGNATURE:
(of person authorised to sign on behalf of the service provider)

DATE:

Initials : _____

KEY PERSONNEL

In terms of the Project Specification and the Conditions of Bid, unskilled Workers may only be brought in from outside the Local Community if such personnel are not available locally.

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

Category of Employee	Number of Persons					
	Key Personnel, Part of the Contractor's Organisation		Key Personnel to be imported if not available locally		Unskilled Personnel to be recruited from local community	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled Workers						
Plant Operators						
Unskilled Workers						
Others:						
.....
.....
.....
.....
.....

SIGNATURE:
(of person authorised to sign on behalf of the service provider)

DATE:

CURRICULUM VITAE FORMAT OF KEY PERSONNEL
(e.g. Contract Manager)

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the Schedule

.....
Date

Initials : _____

CURRICULUM VITAE FORMAT OF KEY PERSONNEL
(e.g. Site Agent)

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the Schedule

.....
Date

CURRICULUM VITAE FORMAT OF KEY PERSONNEL
(e.g. General Foreman)

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the Schedule

.....
Date

CURRICULUM VITAE FORMAT OF KEY PERSONNEL
(e.g. Any Other)

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the Schedule

.....
Date

AMENDMENTS, DEVIATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives, but should the service provider desire to make any departures from the Provisions of this Contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, unless form (a), has been completed to the satisfaction of the Employer). The service provider is referred to Bid Data paragraph F.2.12, where it is clearly stated that no Alternative Offers will be accepted.

I / We herewith propose the amendments, as set out in the table below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

- Notes:** (1) Amendments to the General and Special Conditions of Contract are not acceptable;
- (2) The service provider must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Bid.

Initials : _____

SCHEDULE OF PROPOSED SUPPLIERS AND SUB-CONTRACTORS

We notify you that it is our intention to employ the following Suppliers and Subcontractors for Work in this Contract.

If we are awarded a Contract we agree that this notification does not change the requirement for us to submit the names of proposed Suppliers and Subcontractors in accordance with requirements in the Contract for such appointments. If there are no such requirements in the Contract, then your written acceptance of this list shall be binding between us.

We confirm that all Subcontractors who are Contracted to construct a house are registered as Home Builders with the National Home Builders Registration Council.

	Name and address of proposed Supplier	Name of Equipment/Material to Supply	Previous experience with Supplier.
1			
2			
3			
4			
	Name and address of proposed Subcontractor	Nature and extent of Work	Previous experience with Subcontractor.
1.			
2.			

Signed _____ Date _____

Name _____ Position _____

Service provider _____

Initials : _____

SCHEDULE OF PLANT AND EQUIPMENT

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

(a) Details of major equipment that is owned by and immediately available for this Contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this Contract if my / our Bid is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

Name

Position

Service
provider

Initials : _____

**COPY OF WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT OF
CONTRIBUTIONS IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES
ACT NO. 130 OF 1993)**

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

Initials : _____

CONTRACTOR'S FINANCIAL STANDING

In terms of Clause F.2.18.1 of the Contract-specific Bid Data the service provider shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the service providers financial standing.

To that end the service provider must provide with his Bid a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the Bided amount within the specified time for completion.

However, should the service provider be unable to provide a bank rating with his Bid, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (at bank):

Failure to provide either the required bank details or a certified bank rating with his Bid, will lead to the conclusion that the service provider does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the Bid submitted by the service provider.

SIGNATURE: DATE:
(of person authorised to sign on behalf of the service provider)

FINANCIAL INFORMATION OF SERVICE PROVIDER

This information sheet has to be filled in by the financier of the service provider, duly signed and stamped on behalf of the financial institution he represents.

Service providers / Bid Details

Bid Description:

Contract Period:

Name of service provider:

Bank Account Number:

Bid Amount:

Demand Guarantee will be provided by this Bank: YES ☐ NO ☐

If yes, state amount of Demand Guarantee: R.....

Financial Institution

Name of Commercial Bank:

Branch:

Name of Bank Manager:

Telephone Number:

We acting on behalf of the above Commercial Bank confirm that

..... (Service provider)

has operated an account with us for the last years.

We have been requested to provide a bank rating based in relation to the financial capability of the service provider, taking into account directives set out in the following two tables.

FINANCIAL CAPABILITY

Maximum value of contract that the service provider is considered capable of	Value on which Bank Rating must be used
Up to R300 000	R24 000
R1 000 000	R78 000
R3 000 000	R240 000
R5 000 000	R480 000
R10 000 000	R900 000
R30 000 000	R2 400 000
R100 000 000	R7 800 000

BANK RATING

Bank Code	Description of Bank Code
A	Undoubted for the amount of enquiry
B	Good for the amount of enquiry
C	Good for the amount Bided if strictly in the way of business
D	Fair trade risk for amount of enquiry
E	Figures considered too high
F	Financial position unknown
G	Occasional dishonours
H	Frequent dishonours

The value on which our Bank Rating of the service provider is based is R.....

In words only)

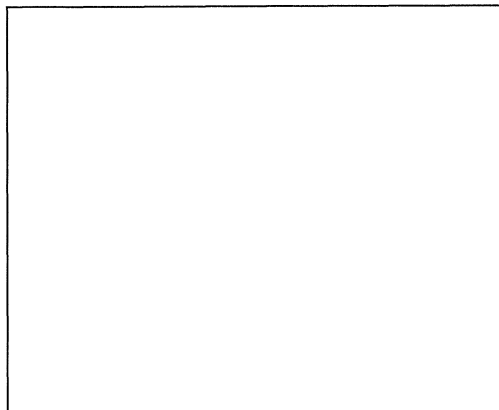
The Bank Rating is code:

.....
Signature: Manager Financial Institution

.....
Print Name

.....
Date

RUBBER STAMP OF INSTITUTION



CIDB GRADING CERTIFICATE

[Certified Copy of the CIDB Grading Certificate to be inserted here]

Initials : _____

The service provider shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the Work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Bid.

PLEASE NOTE: the cash flow projections from the Contractor (to be submitted before commencement of the execution of the Contract) must be in accordance with this execution plan in order to ensure proper Cash flow management by the Department and to minimise delayed payments.

[illegible]

DATE:

Initiale :

DETAILED METHOD STATEMENT

The service provider shall detail below or attach a detailed method statement reflecting the proposed sequence and tempo of execution of the various activities comprising the Work for this Contract. The Method Statement shall be read in conjunction with the works program but detailing and expanding on all the items leading to the completion of the works and the resource allocation.

SIGNATURE:
(of person authorised to sign on behalf of the service provider)

DATE:

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by the Service provider

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my Company has the competence and the necessary resources to safely carry out the construction Work under this Contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter: ***Yes / No**(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and Construction Safety Officer as defined in Regulation 6, and Competent Persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this Contract)

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) List the positions to be filled by persons to be trained or hired:

.....

.....

.....

(c) Details of competent resources to be appointed as Subcontractors if Competent Persons cannot be supplied from own Company:

Name of proposed Subcontractor:

Qualifications or details of competency of the Subcontractor:

.....

.....

.....

5. I hereby undertake, if my Bid is accepted, to provide, before commencement of the Works under the Contract, a suitable and sufficiently Documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my Company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on Site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and Officials and Inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my Bided rates and prices in the Schedule of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the Provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my Bid will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:
(of person authorised to sign on behalf of the service provider)

DATE:

CONTRACTOR'S SAFETY PLAN

[The Contractor shall submit the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in T2.1, before commencement of the Works.]

Initials : _____

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

[This form must be completed and forwarded, prior to commencement of Work on Site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the Office of the Department of Labour]

1. (a) Name and postal address of Contractor:.....
.....
- (b) Name of Contractor's contact person:
Telephone number:
2. Contractor's Workman's compensation registration number:
3. (a) Name and postal address of Client:
.....
- (b) Name of Client's contact person or Agent:.....
Telephone number
4. (a) Name and postal address of designer(s) for the Project:
- (b) Name of Designer's contact person:
Telephone number
5. Name of Contractor's Construction Supervisor on Site appointed in terms of
Regulation 6(1): Telephone number:
6. Name/s of Contractor's sub-ordinate supervisors on Site appointed in terms of Regulation 6(2).
.....
7. Exact physical address of the construction Site or Site Office:.....
.....
8. Nature of the construction Work:
.....
9. Expected Commencement Date:
10. Expected Completion Date:
11. Estimated maximum number of persons on the construction Site:
12. Planned number of Subcontractors on the construction Site accountable to Contractor:
13. Name(s) of Subcontractors already chosen:
.....
.....
.....

SIGNED BY:

CONTRACTOR: DATE:

CLIENT: DATE:

MONTHLY LABOUR REPORT

MONTHLY LABOUR REPORT FOR CERTIFICATE OF PAYMENT NO.

JOBS CREATED.....

Jobs are to be reported on a monthly basis on following standard documents:

- EPWP Agreement - Limited Duration Contract of Employment (template to be provided by the Employer)
- Certified ID copies (not older than three (3) months from date of employment) of all employees under the contract
- Signed and dated monthly EPWP timesheets per employee (template to be provided by the Employer)

The Service Provider is required to submit CVs (including certified proof of qualification(s)) and Contact Details of all key personnel upon appointment or during the Site Handover.

Initials : _____

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C2: PRICING DATA

PART C3: SCOPE OF WORK

PART C4: SITE INFORMATION

Department of Cooperative Governance and Traditional Affairs

Request Proposals for the Appointment of One or More Project Management Service Providers for Demolishing Of Old, Design, Planning and Development of New Traditional Councils Offices within the Mpumalanga Province

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C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

C1.2.2: PART A: CONTRACT DATA PROVIDED BY THE EMPLOYER

PART B: CONTRACT DATA PROVIDED BY THE CONTRACTOR

C1.3: FORM OF GUARANTEE

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

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C4.2: CONSTRUCTION NOTICE BOARD

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

C1.2.2: PART A: CONTRACT DATA PROVIDED BY THE EMPLOYER

PART B: CONTRACT DATA PROVIDED BY THE CONTRACTOR

C1.3: FORM OF GUARANTEE

**C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT (No 85 OF 1993)**

Department of Cooperative Governance and Traditional Affairs

Request Proposals for the Appointment of One or More Project Management Service Providers for Demolishing Of Old, Design, Planning and Development of New Traditional Councils Offices within the Mpumalanga Province

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance Signature block, has solicited Offers to enter into a Contract for the procurement of:

Bid No. As Per Bid Bulletin:

Request Proposals for the Appointment of One or More Project Management Service Providers for Demolishing Of Old, Design, Planning and Development of New Traditional Councils Offices within the Mpumalanga Province

The Service Provider, identified in the Offer Signature block, has examined the Documents listed in the Bid Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Bid.

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

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

.....

..... Rand (in words);

R (in figures)

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

Signature Block: Service Provider	
Signature	Date
Name	
Capacity	
Name of organization	
Address of organization	
.....	
Signature of witness	Date

Name of witness

Acceptance

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

The terms of the Contract, are contained in:

- Part C1: Agreements and Contract Data, (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope of work.
- Part C4: Site Information and Drawings and Documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the Documents listed in the Bid Data and any addenda thereto as listed in the Bid Schedules as well as any changes to the Terms of the Offer agreed by the Service Provider and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and Forming part of this Agreement. No amendments to or deviations from said Documents are valid unless contained in this schedule.

The Service Provider shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) for delivery of any Bonds, Guarantees, proof of Insurance and any other Documentation to be provided in terms of the Conditions of Contract Identified in the Contract Data. Failure to fulfil any of these Obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Service Provider receives one fully completed original copy of this Document, including the Schedule of Deviations (if any). Unless the Service Provider (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the Contents of this Agreement, this Agreement shall constitute a binding Contract between the Parties.

Signature Block: Employer	
Signature	Date
Name	
Capacity	
for the Employer Mpumalanga COGTA	
Signature of witness	Date
Name of witness	

Schedule of Deviations

1

Subject

Details

2

Subject

Details

3

Subject

Details

4

Subject

Details

5

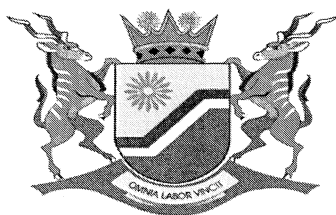
Subject

Details

By the duly Authorised Representatives signing this Agreement, the Employer and the Service Provider agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the Documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the Service Provider and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid Documents and the receipt by the Service Provider of a completed signed copy of this Agreement shall have any meaning or effect in the Contract between the parties arising from this Agreement.

MPUMALANGA PROVINCIAL GOVERNMENT



co-operative governance
& traditional affairs

MPUMALANGA PROVINCE
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT

REQUEST PROPOSALS FOR THE APPOINTMENT OF ONE OR MORE PROJECT MANAGEMENT SERVICE PROVIDERS FOR DEMOLISHING OF OLD, DESIGN, PLANNING AND DEVELOPMENT OF NEW TRADITIONAL COUNCILS OFFICES WITHIN THE MPUMALANGA PROVINCE

BID NO : AS PER BID BULLETIN

NAME OF BIDDER : _____

BID AMOUNT : _____

COMPLETION PERIOD : _____

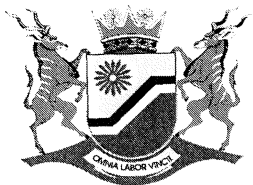
TEL NUMBER : _____

FAX NUMBER : _____

PREPARED FOR:	PREPARED BY:
 <p>co-operative governance & traditional affairs</p> <hr/> <p>MPUMALANGA PROVINCE REPUBLIC OF SOUTH AFRICA</p> <p>Head Of Department Mpumalanga Department Cooperative Governance & Traditional Affairs (COGTA) Private Bag 11304 Nelspruit 1200</p>	<p>Mr. J. Mbedzi <u>0762577978</u> Engineer</p> <p>Mpumalanga Department Cooperative Governance & Traditional Affairs (COGTA) Private Bag 11304 Nelspruit 1200</p>

CLOSING DATE: AS PER BID BULLETIN

THIS BID IS VALID FOR 90 DAYS



REQUEST PROPOSALS FOR THE APPOINTMENT OF ONE OR MORE PROJECT MANAGEMENT SERVICE PROVIDERS FOR DEMOLISHING OF OLD, DESIGN, PLANNING AND DEVELOPMENT OF NEW TRADITIONAL COUNCILS OFFICES WITHIN THE MPUMALANGA PROVINCE

DETAILS of BIDDER

NAME OF BIDDER

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

PHYSICAL ADDRESS

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

POSTAL ADDRESS

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

CONTACT PERSON

(NAME)

.....

(SURNAME)

.....

(PHONE No)

.....

(CELL No)

.....

(FAX No)

.....

(E-MAIL)

.....

Contents:

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SCHEDULE OF BID DRAWINGS

The following drawings, which are bound in, form part of this Contract in terms of Clause 1(i)(j) of the General Conditions of Contract:

(TO BE ISSUED DURING SITE HANDOVER IF NOT INCLUDED IN THE BID DOCUMENT)

DRAWING NO:	DESCRIPTION:
-------------	--------------

The Service Provider shall satisfy himself that the sets of drawings are complete in accordance with the above schedule, and if any are found to be missing or duplicated, or the writing or figures indistinct, he shall apply to the Engineer immediately and have the discrepancy rectified. No liability whatsoever will be admitted by the Employer in respect of errors in BIDs attributed to any such discrepancy.

PART C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS

C2.2: COSTED PROPOSAL PROVIDED BY BIDDER

Department of Cooperative Governance and Traditional Affairs

REQUEST PROPOSALS FOR THE APPOINTMENT OF ONE OR MORE PROJECT MANAGEMENT SERVICE PROVIDERS FOR DEMOLISHING OF OLD, DESIGN, PLANNING AND DEVELOPMENT OF NEW TRADITIONAL COUNCILS OFFICES WITHIN THE MPUMALANGA PROVINCE

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the General Conditions of Contract 2015 (3rd Edition) as amended in the Scope of Works.
2. The units of measurement described in this Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

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

4. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance is made for waste.
5. The prices and rates in this Bill of Quantities are fully inclusive prices for the Work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the Work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional Work that may have to be carried out.

6. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for Tenders. (Refer to www.stanza.org.za or www.iso.org for information on Standards)
7. Where the Scope of Work requires detailed Drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount Tendered such items
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single Lump Sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in this Bill of Quantities are approximate and do not necessarily represent the actual amount of Work to be done. The quantities of work accepted and Certified for Payment will be used for determining payments due and not the quantities given in this Bill of Quantities.
10. The short descriptions of the items of payment given in this Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. The item numbers appearing in the Bills of Quantities refer to the corresponding item numbers in the Specifications were applicable.
12. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters "LI" in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
13. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

NB: For pricing of items for which description in the BoQ differs from that of the specifications; the description in the specifications shall take precedence.

PART C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS

C2.2: COSTED PROPOSAL PROVIDED BY BIDDER

Department of Cooperative Governance and Traditional Affairs

REQUEST PROPOSALS FOR THE APPOINTMENT OF ONE OR MORE PROJECT MANAGEMENT SERVICE PROVIDERS FOR DEMOLISHING OF OLD, DESIGN, PLANNING AND DEVELOPMENT OF NEW TRADITIONAL COUNCILS OFFICES WITHIN THE MPUMALANGA PROVINCE

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m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

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

- Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance is made for waste.
- The prices and rates in this Bill of Quantities are fully inclusive prices for the Work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the Work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional Work that may have to be carried out.

6. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for Tenders. (Refer to www.stanza.org.za or www.iso.org for information on Standards)
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Department of Cooperative Governance and Traditional Affairs

Request Proposals for the Appointment of One or More Project Management Service Providers for Demolishing Of Old, Design, Planning and Development of New Traditional Councils Offices within the Mpumalanga Province

C1.2 CONTRACT DATA

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C.1.2.1.2.1		Compulsory Data
C.1.2.1.2.2		Variations to the General Conditions of Contract
C.1.2.1.2.3		Additional Clauses to the General Conditions of Contract

C1.2.1 Part 1: Data provided by the Employer

C.1.2.1.1 Conditions of Contract

The conditions of Contract are:

- the “General Conditions of Contract” as they appear in the commercially available publication “General Conditions of Contract for Construction Works, Third Edition, 2015”, hereinafter referred to as “GCC 2015”; and
- specific data as contained in this Contract Data.

Each party to the Contract shall purchase its own copy of the GCC 2015 that applies to this Contract, available from its publisher:

South African Institution of Civil Engineering
Private Bag X200
Halfway House
1685
South Africa

Tel +27 (0)11 805 5947

The following notes apply:

Note 1

The GCC 2015 makes several references to the Contract Data.

Each item of data below is cross-referenced to the clause in the Conditions of Contract to which it applies. Notwithstanding anything specified to the contrary, the Contract Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the GCC 2015.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following order of precedence:

- (a) the Form of Offer and Acceptance.
- (b) amendments to the General Conditions of Contract within the Contract Data.
- (c) additional conditions to the General Conditions of Contract within the Contract Data.
- (d) corrigenda to the General Conditions of Contract.
- (e) the General Conditions of Contract.
- (f) the Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Engineer needs to be contacted to issue any necessary clarification or instruction.

Note 2

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and proforma agreements in this document.

C.1.2.1.2 Contract-specific Data

The following contract-specific data, referring to the General Conditions of Contract, are applicable to this Contract:

C.1.2.1.2.1 Compulsory Data

Clause	Data
1.1.1.13	The Defects Liability Period for each allocated is 12 months
1.1.1.14	The time for achieving Practical Completion is SITE DEPENDANT, but not more than 3 months
1.1.1.15	The name of the Employer Department of Cooperative Governance and Traditional Affairs Cooperative Governance & Traditional Affairs (CoGTA)
1.1.1.26	The Pricing Strategy of a Re-measurement Contract shall apply
1.2.1.2	<p>The address of the Employer is:</p> <p>Physical address: Government Complex Riverside Upper ground Floor Bldg 6 Nelspruit 1200</p> <p>Postal address: Head Of Department Mpumalanga Department Cooperative Governance & Traditional Affairs (COGTA) Private Bag 11304 Nelspruit 1200</p> <p>e-mail address: jmzobe@mpg.gov.za /Mr A Mkhathjwa</p> <p>Contact numbers: Tel: (013) 766 6245</p>
1.1.1.16	<p>The name of the Engineer is:</p> <p>Mr. J. Mbedzi Email:jimmymbedzi@gmail.com Tel: 076 257 7978</p>
1.2.1.2	<p>The address of the Engineer is:</p> <p>Physical address: Cycad Building, Riverside Upper ground floor Bldg 6 Nelspruit 1200</p> <p>Postal address: Private Bag X11219 Nelspruit 1200</p>

3.1.3

The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table:

GCC Clause No	Description	Requires EWA*	Delegated to ER*
3.2.1	Engineer's Representative's appointment and termination	Y	NA
3.2.4	Engineer's Representative acting on Engineer's behalf	Y	NA
4.5.4	Payment for notices and fees	Y	NA
4.7.1	Fossils, etc. on Site	Y	NA
5.7.2	Work at night	N	NA
5.7.3	Acceleration of rate of progress	N	NA
5.7.3	Payment for acceleration	Y	NA
5.9.1	Instructions and drawings on Commencement Date	N	NA
5.11.1	Suspension of the Works	Y	NA
5.11.3	Proceeding with Works after suspension	Y	NA
5.12.4	Acceleration instead of extension of time	N	NA
5.13.2	Reduction in penalty	N	NA
6.3.1	Variation orders	Y	NA
6.3.2.1	Confirmation of a Variation Order	Y	NA
6.4.1.4	Dayworks as a Variation Order	Y	NA
6.5.2	Materials for dayworks	Y	NA
6.8.4	Costs due to changes in legislation	Y	NA
6.11.1	Variations exceeding 20%	Y	NA
8.2.2.2	Damage due to excepted risks	Y	NA
10.1.5	Consultation on Contractor's claim	N	NA
10.1.5	Ruling on Contractor's claim	N	NA

*The following abbreviations apply:

ER Engineer's Representative
 EWA Engineer's Written Action
 N No
 NA Not Applicable
 Y Yes

4.9.1

The Contractor shall deliver to the Engineer, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.

4.10.2

The Contractor shall deliver to the Engineer, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.

5.3.1

The documentation required before commencement with Works execution are:

Health and Safety Plan (Refer to Clause 4.3)

A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3).

	<p>Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3).</p> <p>Initial programme (Refer to Clause 5.6).</p> <p>Security (Refer to Clause 6.2).</p> <p>Insurance (Refer to Clause 8.6).</p>
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 Days .
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.
5.8.1	<p>The non-working Days are Sundays.</p> <p>The special non-working Days are:</p> <p>Statutory public holidays; and</p> <p>All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.</p>
5.13.1	The penalty for failing to complete the Works is 0,1 percent of contract price per calendar day.
5.16.3	The latent defect period is 10 years, commencing on the Day after the date of certification of Practical Completion.
6.5.1.2.3	The percentage allowance to cover overhead charges is: 50 per cent for labour; and 15 per cent for materials.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required.
6.10.3	<p>The limit of retention money is 10% of the value of the Contract Price.</p> <p>A Retention Money Guarantee is compulsory.</p> <p>A penalty will be applied for non-delivery of the Retention Money Guarantee as required. The penalty will be 10% of the value of the completion Retention Money Amount per calendar month for late delivery of the said Retention Money Guarantee.</p>
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is nil .
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is a maximum of 10% (ten percent) of the Contract Sum.
8.6.1.3	The limit of indemnity for liability insurance is equal to the contract amount.
10.5.1	Dispute resolution shall be by standing adjudication, use GCC 2015, Appendix 5.
10.7.1	The determination of disputes shall be by arbitration.
	<p>Payment for labour-intensive component of the works</p> <p><i>Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</i></p>
	<p>Linkage of payment for labour-intensive component of works to submission of project data</p> <p><i>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</i></p>
	<p>Applicable Labour Laws</p> <p><i>The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.</i></p>

C.1.2.1.2.2 Variations to the General Conditions of Contract

Clause	Data
2.5.1	<p>Cession</p> <p><i>Amend Clause 2.5.1 as follows:</i></p> <p><i>Delete the words "without the written consent of the other"</i></p>
5.14.5.1	<p>Consequences of Completion</p> <p><i>Amend Clause 5.14.5.1 as follows:</i></p> <p><i>In the second line, substitute the word 'Guarantor' with 'Contractor'.</i></p>
6.2	<p>Security</p> <p><i>Replace Sub-Clauses 6.2.1 and 6.2.2 with:</i></p> <p>"The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data, a Demand Guarantee, of an Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or of a registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee shall be issued by an entity subject to the approval of the Employer, and shall conform in all respects to the format contained in the Contract Data.</p> <p>The security to be provided by the Contractor shall be a Demand Guarantee of 10% of the Contract Sum.</p> <p>Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture.</p> <p>Failure to produce an acceptable Demand Guarantee within the period stated in the Contract Data, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to Sub-clause 9.2.2 as amended in the Contract Data."</p>
6.3.1	<p>Variations</p> <p><i>Amend Clause 6.3.1, as follows:</i></p> <p><i>In the first paragraph, third line, after the words "or for any reason appropriate", add the phrase "</i>, including the limiting of contract expenditure so as not to exceed the Employer's budgeted project funding, "</p> <p><i>Add the following phrase to the last paragraph of Clause 6.3.1.6, after the words "ascertaining the amount of the Contract Price":</i></p> <p><i>", and no such variation shall give reason for consideration of any claim in terms of Clause 6.11."</i></p>
6.3.2	<p>Orders for Variations to be in writing</p> <p>Omit the words "Provided that" under Clause 6.3.2 and omit Clause 6.3.2.1.</p>
6.9.2	<p>Definition of "materials"</p> <p><i>Amend Clause 6.9.2, as follows:</i></p>

	<i>Substitute the word 'plant' with 'Plant'.</i>
6.10.1	Interim Payments <i>Amend Clause 6.10.1.5 as follows:</i> <i>In the third line, add the words 'not yet' before the words 'built into'</i>
Clause	Data
6.10.5	Payment of retention money <i>Amend Clause 6.10.5 as follows:</i> <i>In the second line, add the words ', if any,' after the words 'Defects Liability Period'</i>
6.10.6	Set-off and delayed payments <i>Amend Clause 6.10.6.2 as follows:</i> <i>Delete the words 'simple interest' and substitute with the words 'interest compounded monthly'.</i> <i>Delete the words 'Contractor's Bank' and substitute with the words 'Employer's Bank'</i>
6.11	Variations exceeding 15 per cent <i>Replace the marginal heading with:</i> "Variations exceeding 20 per cent" <i>Replace "15 per cent" with "20 per cent" in the text of this Sub-Clause</i>
7.4.4	Cost of test specimens and tests <i>Amend Clause 7.4.4.2 as follows:</i> <i>In the second line of paragraph two, add the words 'the requirements of' before the words 'the Contract'</i>
7.8.2	Cost of making good of defects <i>Amend Clause 7.8.2.1 as follows:</i> <i>In the first line, correct the spelling of 'therefore'.</i>
8.1.3	Excessive loads and traffic <i>In the third line, add a comma after the word 'Site' as follows: 'in the vicinity of the Site, from'.</i>
8.3.1	Excepted risks <i>Amend Clause 8.3.1.10 as follows:</i> <i>In the second line, delete the words 'Employer or any of their' and substitute with 'or any of its'.</i>
8.6.6	Contractor to produce proof of payment "The Contractor shall before commencement of the Works produce to the Engineer: 8.6.6.1 The policies by which the insurances are effected,

	<p>8.6.6.2 Proof that due payment of all premiums there under, covering the full required period has been made, and</p> <p>8.6.6.3 Proof of continuity of the policies for the required period.</p> <p>Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.</p> <p>The Engineer shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.6.”</p>
8.6.7	<p>Remedy on Contractor’s failure to insure</p> <p><i>Delete sub-clause 8.6.7 and substitute with:</i></p> <p>“Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2, as amended in the Contract Data.”</p>
9.1.2	<p>State of emergency</p> <p><i>In the fourth line, delete the words ‘supply of’ and substitute with ‘availability of’.</i></p>
9.2	<p>Termination by Employer</p> <p><i>Delete the contents of Clause 9.2 and substitute with:</i></p> <p>“9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:</p> <p>9.2.1.1 Sequestration of the Contractor’s estate is ordered by a Court with due jurisdiction, or</p> <p>9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer’s consent in writing, or if execution is levied on his goods, or</p> <p>9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Engineer, a gratuity or reward or commission, or</p> <p>9.2.1.4 The Contractor furnished materially inaccurate information in his Tender, which had a bearing on the award of the Contract, or</p> <p>9.2.1.5 The Contractor has abandoned the Contract.</p>
	<p>9.2.2 If the Contractor:</p> <p>9.2.2.1 Has failed to commence the Works in terms of Clause 10 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed, or</p>

	<p>9.2.2.2 Has failed to provide the Guarantee in terms of Clause 7 within the time stipulated in the Contract Data, or</p> <p>9.2.2.3 Has failed to proceed with the Works with due diligence, or</p> <p>9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions, or</p> <p>9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or</p> <p>9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary, sublet any part of the Contract, or</p> <p>9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing, then the Employer may give the Contractor 14 days notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Engineer by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.</p>
	<p>9.2.3 If the Contractor, having been given notice to rectify a default in terms of 9.2.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word 'writing' in Clause 9.2.2.7 above.</p>
	<p>9.2.4 Should the amounts that the Employer must pay to complete the Works, exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer."</p>

C.1.2.1.2.3 Additional clauses to the General Conditions of Contract:

Clause	Data
1.1	Definitions
1.1.1.35	<i>Add the following at the end of Sub-Clause 1.1.1:</i>
1.1.1.36	1.1.1.35 "Client", as used in the Occupational Health and Safety Act – Construction Regulations, means Employer. 1.1.1.36 "Principal Contractor", as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.
4.12	Contractor's superintendence <i>Add the following sub-clause 4.12.4 to Clause 4.12:</i> "Where a form is included in the Contract Data for this purpose, the Tenderer shall fill in the name of the person he proposes to entrust with the post of Contractor's Site Agent on this Contract in the space provided therefore. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered on the form. The Contractor's Site Agent shall be on Site at all times when work is being performed. The person shall be subject to approval of the Engineer in writing and shall not be replaced or removed from Site without the written approval of the Engineer."
5.6	Programme <i>Add the following sub-clause 5.6.6 to Clause 5.6:</i> "Failure on the part of the Contractor to deliver to the Engineer, the • programme of the Works in terms of Clause 5.6.1 and • supporting documents in terms of Clause 5.6.2 Within the period stated in the Contract Data, shall be sufficient cause for the Engineer to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents".
5.9.7	Engineer to approve Contractor's Designs and Drawings <i>Add the following sub-clause 5.6.6 to Clause 5.6:</i> "All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor. Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Engineer, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict".

Clause	Data
5.11	<p>Suspension of the Works</p> <p><i>Add the following sub-clause 5.11.4 to Clause 5.11:</i></p> <p>“If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days’ notice to the Employer, suspend the progress of the Works.</p> <p>The Contractor’s action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3.</p> <p>If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable.”</p>
5.12	<p>Extension of Time for Practical Completion</p> <p><i>Add the following at the end of Sub-Clause 5.12.2.2:</i></p> <p>“The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula:</p> $V = (Nw - Nn) + \frac{Rw - Rn}{x}$ <p>Where</p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded</p> <p>Nn = Average number of days for the calendar month on which a rainfall of 10 mm or more has been recorded, as derived from existing rainfall records</p> <p>Rw = Actual recorded rainfall for the calendar month</p> <p>Rn = Average rainfall for the calendar month, as derived from existing rainfall records</p> <p>x = 20</p>
	<p>The rainfall records which shall provisionally be accepted for calculation purposes are:</p> <p>Based on records taken at:</p> <p>RAINFALL STATION: 0555878 & 0556183</p> <p>PERIOD: 1929 – 1989</p>

	<table><tr><th>Month</th><th>Average rainfall for calendar month Rn</th><th>Average number of days for calendar month on which a rainfall of 10 mm or more were recorded Nn</th></tr><tr><td></td><td>(mm)</td><td>(days)</td></tr><tr><td>January</td><td>7</td><td>178</td></tr><tr><td>February</td><td>6</td><td>172</td></tr><tr><td>March</td><td>5</td><td>134</td></tr><tr><td>April</td><td>2</td><td>62</td></tr><tr><td>May</td><td>1</td><td>22</td></tr><tr><td>June</td><td>0</td><td>13</td></tr><tr><td>July</td><td>0</td><td>17</td></tr><tr><td>August</td><td>0</td><td>16</td></tr><tr><td>September</td><td>1</td><td>37</td></tr><tr><td>October</td><td>2.5</td><td>69</td></tr><tr><td>November</td><td>5</td><td>132</td></tr><tr><td>December</td><td>6</td><td>158</td></tr></table> <p>The factor (Nw - Nn) shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor (Rw - Rn)/x shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of Nn and Rn."</p> <p>For this project the rainfall formula will only apply as background information, or dispute resolution. Extension of time for rainfall will only be granted on Actual Delays experienced; noted and agreed upon by the engineer.</p>	Month	Average rainfall for calendar month Rn	Average number of days for calendar month on which a rainfall of 10 mm or more were recorded Nn		(mm)	(days)	January	7	178	February	6	172	March	5	134	April	2	62	May	1	22	June	0	13	July	0	17	August	0	16	September	1	37	October	2.5	69	November	5	132	December	6	158
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6.10	<p>Payments</p> <p><i>Add the following at the end of Sub-Clause 6.10.1:</i></p> <p>"The Contractor shall complete the 'Contractor's Monthly Report Schedule', which pro forma documentation is obtainable from the Engineer. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor's statement and a VAT invoice in original format are to be submitted to the Engineer. Issue by the Engineer to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Engineer".</p> <p><i>Add the following at the end of Sub-Clause 6.10.1.5:</i></p> <p>"All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor's monthly statement. Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data."</p>																																										
9.3	<p>Termination by the Contractor</p> <p><i>Add the following at the end of Sub-Clause 9.3:</i></p> <p>9.3.5 "In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Engineer, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the</p>																																										

	suspension. Such extension of time and additional costs shall be promptly ascertained by the Engineer, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor's rights to cancel the contract."
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Department of Cooperative Governance and Traditional Affairs

Request Proposals for the Appointment of One or More Project Management Service Providers for Demolishing Of Old, Design, Planning and Development of New Traditional Councils Offices within the Mpumalanga Province

C1.3 FORM OF GUARANTEE

BID No. as per bid bulletin

WHEREAS The **MPUMALANGA DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS** Department of Cooperative Governance and Traditional Affairs (hereinafter referred to as the Employer") entered into, a Contract with:

.....
(Hereinafter called "the Contactor") on the day of 20.....

For the **Request Proposals for the Appointment of One or More Project Management Service Providers for Demolishing Of Old, Design, Planning and Development of New Traditional Councils Offices within the Mpumalanga Province** AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a Guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS has / have at the request of the Contractor, agreed to give such Guarantee;

NOW THEREFORE WE do hereby Guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and execution for the due and faithful performance by the Contractor of all the Terms and Conditions of the said Contract, subject to the following Conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this Guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This Guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any Guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This Guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this Guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the Guaranteed Sum of:
.....
.....Rand (in words);
R..... (in figures)
6. The Guarantor reserves the right to withdraw from this Guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as
.....
.....
.....
.....

IN WITNESS WHEREOF this Guarantee has been executed by us at
on this day of 20

Signature

Duly authorized to sign on behalf of

Address
.....
.....

As witnesses:

1

2

Department of Cooperative Governance and Traditional Affairs

Request Proposals for the Appointment of One or More Project Management Service Providers for Demolishing Of Old, Design, Planning and Development of New Traditional Councils Offices within the Mpumalanga Province

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993

THIS AGREEMENT is made between **Request Proposals for the Appointment of One or More Project Management Service Providers for Demolishing Of Old, Design, Planning and Development of New Traditional Councils Offices within the Mpumalanga Province** represented by the Municipal Manager

(hereinafter called the EMPLOYER of the one part, herein represented by:

.....
in his capacity as:

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by.....

.....
in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an Agreement between the CONTRACTOR and the EMPLOYER in respect of **Project:**

Request Proposals for the Appointment of One or More Project Management Service Providers for Demolishing Of Old, Design, Planning and Development of New Traditional Councils Offices within the Mpumalanga Province

BID No: AS PER BID BULLETIN

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts Sole Liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and

the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the Contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at For and on behalf of the CONTRACTOR

On this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the EMPLOYER on this

The day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Department of Cooperative Governance and Traditional Affairs

Request Proposals for the Appointment of One or More Project Management Service Providers for Demolishing Of Old, Design, Planning and Development of New Traditional Councils Offices within the Mpumalanga Province

PART C3: SCOPE OF WORK

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C3.2: PROJECT SPECIFICATIONS

C3.3: PARTICULAR SPECIFICATIONS

Department of Cooperative Governance and Traditional Affairs

Request Proposals for the Appointment of One or More Project Management Service Providers for Demolishing Of Old, Design, Planning and Development of New Traditional Councils Offices within the Mpumalanga Province **C3: SCOPE OF WORK**

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

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PS-2	Description of the Site and Access
PS-3	Details of the Works
PS-4	Construction Programme
PS-5	Site Facilities Available
PS-6	Facilities Required on Site
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PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

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PART C: STANDARD SPECIFICATIONS FOR BUILDING TRADES

PART D: ENVIRONMENTAL MANAGEMENT

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C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardised and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

PART D: ENVIRONMENTAL MANAGEMENT

PART E: OHSA 1993 SAFETY SPECIFICATION

PART D: ENVIRONMENTAL MANAGEMENT SPECIFICATION

D1 General

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - a) Minimise disturbance of the natural environment,
 - b) Prevent pollution of land, air and water,
 - c) Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

D2 Training and Induction of Employees

The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The EMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

D3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

D4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

D5 Access

- Access to existing roads, schools, buildings, shop and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

D6 Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs (DWA).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWA.

D7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

D8 Fauna

Contractor staff may not chase, catch or kill animals encountered during construction.

D9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

D10 Grave sites

Gravesites in close proximity to the road must not be disturbed during construction.

D11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills.
- The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

D12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.

- All equipment, vehicles and machinery must be in good working conditions and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

D13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

D14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

D15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

D16 Soil Management

- Storm water drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

D17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.

- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

D18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

D19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

D20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The container is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, plant empty lime bags, contaminated wash water, etc) must be stored in leakproof containers and disposed of a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.

Any spill around the container(s) should be treated as per Section D11 and D16.

PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

E1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Working high above ground on top and in a restricted environment with limited landings (working platforms)
- Working in a flood plain environment subject to flooding
- Lifting and lowering of materials and equipment from the ground and vice versa, exposed to cross winds
- Steep and restricted access
- Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, on the bridge, buried and overhead
- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete
- High pressure during testing of the relocated pipe lines, which could result in potentially dangerous situations in the event of the pipeline or fittings failing
- Potentially harmful gasses when tying into the existing sewer mains
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Falling debris, tools and materials from bridge
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

E2 DEFINITIONS

For the purpose of this contract the following shall apply:

- a) **Employer** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **client** as defined in the Construction Regulations 2003. **Employer** and **client** is therefore interchangeable and shall be read in the context of the relevant document.
- b) **Contractor** wherever used in the contract documents and in this specification, shall have the same 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

“subcontractor” respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- c) “**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 on behalf of the Employer (the client as defined in the Construction Regulations).

E3 BIDS

The Contractor shall submit the following with his Bid:

- a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003 and will be subject to approval by the Employer;
- b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
- c) a declaration to the effect that he made provision in his Bid for the cost of the health and safety measures envisaged in the Construction Regulations;
- d) Failure to submit the foregoing with his Bid, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

E4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- b) the use of explosives;
- c) construction work that will exceed 30 days or 300 person-days;
- d) excavation work deeper than 1,0m; or
- e) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be completed by Successful Service Provider) of the Bid document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

E5 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

E5.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

E5.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

E6 APPOINTMENT OF SAFETY PERSONNEL

E6.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

E6.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

E6.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

E6.4 Health and safety committee

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

E6.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- b) Fall protection as described in Regulation 8;
- c) Formwork and support work as described in Regulation 10;
- d) Excavation work as described in Regulation 11;
- e) Demolition work as described in Regulation 12;
- f) Scaffolding work as described in Regulation 14;
- g) Suspended platform operations as described in Regulation 15;
- h) Material hoists as described in Regulation 17;
- i) Batch plant operations as described in Regulation 18;
- j) Explosive powered tools as described in Regulation 19;
- k) Cranes as described in Regulation 20;
- l) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);
- m) Control of all temporary electrical installation on the construction site as described in Regulation 22;
- n) Stacking and storage on construction sites as described in Regulation 26; and
- o) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

E7 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- a) A copy of the OHSA 1993 Construction Regulations 2003;
- b) A copy of this Health and Safety Specification;
- c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- d) A copy of the Notification of Construction Work (Regulation 3);
- e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));
- f) A copy of the risk assessment described in Regulation 7;
- g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- h) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));
- j) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
- k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));
- l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));
- n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- o) A register for recording of findings by the competent person appointed to inspect construction vehicles and

mobile plant (Regulation 21(1)(j)).

E8 CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be

proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

h) Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

j) Tunnelling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

l) Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

m) Boatswain's chains (Regulation 16)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

q) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

r) Construction vehicles And mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

s) Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

t) Use of temporary storage of flammable liquids on construction sites (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

w) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

x) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

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.

y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

z) Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

E9 MEASUREMENT AND PAYMENT

F9.1 Principles

It is a condition of this contract that Contractors, who submit Bids for this contract, shall make provision in their Bids for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's Bided rates and prices.

a) **Safety personnel**

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

b) **Records and Registers**

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's Bided rates and prices.

PART C 4: SITE INFORMATION

C4.1: LOCALITY PLAN

C4.2: CONSTRUCTION NOTICE BOARD

Initials: _____

C4.1 LOCALITY PLAN

The Locality of the Site can be obtained from the coordinates given in the scope of works.

Initials: _____

C4.2 CONSTRUCTION NOTICE BOARD

The drawing below is attached only to assist in location of the project site.

Initials: _____

Department of Cooperative Governance and Traditional Affairs

Request Proposals for the Appointment of One or More Project Management Service Providers for Demolishing Of Old, Design, Planning and Development of New Traditional Councils Offices within the Mpumalanga Province

C3.1 STANDARD SPECIFICATIONS

C3: Scope of work

1 Introduction

The Mpumalanga Provincial Department of Cooperative Governance and traditional Affairs (COGTA) intends to appoint service providers demolishing of old and construction of new traditional offices within the Mpumalanga Province as a turnkey solution.

1.1 COGTA's objectives

COGTA's objective is ensure that the traditional houses in the province are renovated, refurbished or built as new. It is to ensure that all traditional council offices are well constructed in a standard and attractive manner that will accommodate the traditional councils and be able to function in an appropriate and conducive environment.

1.2 Background

Mpumalanga Province under the Department of Co-Operative Governance and Traditional Affairs has 21 Traditional Council Offices across the three districts: nine (09) in Ehlanzeni, eight (08) in Nkangala and four (04) in Gert Sibande which will be constructed on a turnkey basis.

1.3 Extent of the services

The services over the term within the **Mpumalanga Province** may include:

- Planning and design of traditional council offices
- Geotechnical investigations
- Seek municipal approval of building plans
- Demolishing of existing traditional council offices,
- Disposal of rubble to designated municipal sites
- Construction of new traditional council offices
- Compilation of close out reports
- Handover of completed traditional council offices to the respective Royal Families

1.4 Location of the services

The works shall be located within the District Municipalities of Mpumalanga as listed below:

- Ehlanzeni District Municipality
- Nkangala District Municipality
- Gert Sibande District Municipality

2 General requirements

2.1 The Contractor shall in providing the Works observe all statutes, by-laws and associated regulations and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

2.2 The Contractor shall only utilize in the provision of the services materials (substances that can be incorporated into the works), products (item manufactured or processed for incorporation into the works), components (products manufactured as distinct units to serve a specific function or functions) and assemblies (set of related components attached to each other) which are:

- a) fit for their intended purpose; and
- b) capable of fulfilling required functions under intended use conditions or when in use, with planned maintenance, under the influence of the environmental actions or a result of a self-ageing process for a period of time within industry accepted norms.
- c) The professional team shall assess the existing infrastructure and provide a conditional assessment and recommendations that shall be incorporated into the works.

3 Management

3.1 The works shall be done at the sites specified in the signed task order. The sites shall be in the municipalities of Ehlanzeni DM, Gert Sibande DM and Nkangala DM as per the table below:

No.	District	Municipality	Location	Traditional Council	Demolition/Construction
1.	Ehlanzeni	Bushbuckridge	Kildare (Shimungwe)	Jongilanga	Demolition and construction
2.			Mkhuhlu	Hoxane	Construction
3.			Oakley	Mathibela	Construction
4.		Thaba Chweu	Hlabekisa	Mogane	Construction
5.			Matibidi	Mohlala Morudi	Construction
6.	Gert Sibande	Chief Albert Luthuli	Bettysgoed	Duma	Demolition of a portion on the existing structure and construction
7.		Mkhondo	Lunenburg Piet Retief	Madabukela	Construction
8.		Chief Albert Luthuli	Elukwatini	Somcuba Bhevula	Construction
9.	Nkangala	Dr JS Moroka	Seabe	Bakgatla Ba Seabe	Construction

10.			Watervaal A	Ndzundza Mabusa	Construction
11.			Pankop	Bakgatla Ba Maloka	Construction
12.			Katjibane	Ndzundza Phungutsha	Construction
13.			Mametlake	Bakgatla Ba Mmakau	Construction
14.			Vaalbank	Manala Mbhongo	Construction

- 3.2 The Project Implementation must take place within 20 working days of placing an official order except for long lead special material as determined by the employer.
- 3.3 The project location shall be indicated on the official Task order.
- 3.4 Delivery of work packages must include the off-loading thereof at the contractor's own risk and cost to the designated delivery locations as indicated in the task order.
- 3.5 Bidders must supply and ensure their own labour and/or plant and equipment for the offloading of the products at the designated sites.
- 3.6 The Employer shall place task orders as and when required during the contract period.
- 3.7 An official task order must be issued before any delivery may be made to the site.
- 3.8 Upon delivery of works, the supplier must ensure that the completion certificate is signed by the employer's representative on site. The supplier must attach the completion certificate to the invoice for processing of payment.
- 3.9 The Employer reserves the right to award any item, or the whole of the contract to one or more successful bidder(s).
- 3.10 Letter of good standing from the Workmen's Compensation Commissioner in terms of COIDA or latest assessment and proof of payment or in case of new registration, proof of registration must be provided.

4 Location of the works

- 4.1 The sites shall be in the municipalities listed above. Each purchase order shall clearly identify the site.

5 Quality and quantities:

5.1 Quality Standards:

- i. Special brands, where named, are used to indicate the standard of quality desired. Tenderer's equal/similar item will be considered, provided that the Tenderer

specifies brand name(s) and submits full specifications. If the full set of specifications of the alternative item is not submitted, the item will not be considered for procurement.

- ii. In the event the employer elects to accept an alternative item purported to be equal/similar by the Tenderer, the employer may request the tenderer to provide samples of the alternative offer for testing and inspection. Acceptance of the item(s) will be conditional on such inspection and testing after receipt.

5.2 Quality Tests: The employer may from time to time test the quality of the products and non-compliance may result in the termination of the contract.

5.3 No estimated quantity projection is provided. The products shall be ordered throughout the contract period as and when required.

6 Information:

6.1 Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted.

6.2 The tender must be valid for 90 (ninety) days after closing date.

6.3 The contract period will be from date of commencement until 36 months thereafter

6.4 Non-compliance with the tender conditions and specifications, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

7 Technical Requirements

7.1 Bidders should familiarize themselves with the all the relevant standard specifications and regulatory requirements for all materials and services to be supplied. The list below are indicative of the standards required for the materials and services.

- SANS 10114-1 Interior lighting Part 1: Artificial lighting of interiors
- SANS 10142-1: The wiring of premises – Low voltage installations
- SANS 10142-2: The wiring of premises Part 2: Medium-voltage installations above 1 kV a.c. not exceeding 22 kV a.c. and up to and including 3 000 kW installed capacity

8 Design and Drawings

8.1 The professional team shall provide design drawings, specifications and bills of material supported by design calculations.

8.2 The design shall comply with south African Building standards and SANS.

8.3 In some cases design drawings/ detail shall be provided and in other cases not.

9 General

The Contractor shall:

- a) provide a monthly progress report covering work which is the subject of a Task Order.
- b) be required to participate in regular progress meetings

10 Health and safety

The Contractor shall manage health and safety in accordance with the latest edition of the Occupational Health and Safety Specification for Construction Works Contracts. **A qualified Health and Safety Officer should always be on site.**

11 Procurement

COGTA will invite bidders for the services of project management service providers to enter into framework contractors up to March 2023 without a commitment to a quantum of work to provide contractor services relating to the planning and design, demolition of existing traditional houses, disposal of rubble to approved municipal dumping sites and the construction of new traditional houses within each of the District Municipalities.

COGTA will enter into framework contracts with successful tenderers. Organs of state including departments, public entities, municipalities and municipal entities may make use of this framework agreements and issue Task Orders for works falling within the scope of the contracts that are entered into.

Contracts will be based on the NEC3 Term Service Contract (Option D).

11.1 Promotion of secondary (developmental) procurement objectives

11.1.1 The Contractor shall achieve in the execution of a Task Order key performance indicators which promote a **range** of secondary procurement objectives including those relating to local economic development, Broad-Based Black Economic Empowerment, local labour and skills development.

11.1.2 The Contractor shall provide in a format acceptable to the Project Manager monthly data which facilitates the reporting on key performance indicators relating to secondary procurement objectives to a wide range of stakeholders.

12 Reporting

The Contractor shall report on the socio-economic indicators such as jobs created and employment of local labour specified in a Task Order.

13 Communications

All communications with the Employer which are made in terms of the contract should be made using the standard templates provided by COGTA.

14 Issuing of Task Orders

The Employer will issue Task Orders in accordance with the provisions of the latest edition of the National Treasury Standard for Infrastructure Procurement and Delivery Management.

15 Invoices

Invoices submitted shall be Tax invoices. The invoice shall comply with requirements, if any, established by the Employer.

C4 PROJECT SPECIFICATIONS

BUILDING REQUIREMENTS

Offices to provide the following:

1. Four (04) Office Space divided as follows:
 - One (01) Main Office measuring 5m x 5m
 - Three (03) offices measuring 4.5m x 4.5m
2. One (01) Reception measuring 4m x 4m
3. One (01) Kitchen 4m x 4m
4. One (01) 30 seater Boardroom
5. One (01) Standard Double Garage
6. Internal two Ablution Toilets (one Female and One Male)
7. External two Ablution Toilets (one Female and one Male)
8. Water tank – 5000lts on a **3 Mitre Steel Stand**
9. Storeroom
10. Roof covering to be made of concrete tiles
11. Floors to have porcelain floor tiles
12. **Brick type : Mampara/Stock Brick, plaster and paint (durable paint) in and out side**
13. Nutec ceiling in the whole building including painting with durable paint
14. Heavy duty steel door frames and window frames to be provided

PRE-REQUISITE FOR THE WORKS

- Submission of Geotechnical Reports to the Client
- Design and seek approval of Building Plans
- Compile cost estimates and detailed BoQs for approval
- Submit and seek approval of project team
- Submission and seek approval of Occupational and Safety File by the client
- Submission of proof of guarantees for works to be undertaken
- Compliance to required CIDB Grading
- Bidders to provide proposals relevant to their CIDB grading
- Joint Ventures to provide a JOINT CIDB Grading
- Formation of Project Steering Committees
- Risk assessment
- Approach Methodology

1.1. Occupational Health and Safety

The service provider needs to comply with the following legal requirements:

- Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014;
- Section 27(2) of the Disaster Management Act, 2002 regulations as amended;
- Consolidated Directions on Occupational Health and Safety in certain workplaces

After appointment, the service provider to prepare and seek approval from the employer for the following documents:

- Occupational Health and Safety Baseline specification
- COVID-19 Specification;
- Safety, Health, Environment and Quality Policy.

2. PROCUREMENT

Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the referencing schedule, 80/20.

3. CERTIFICATION BY RECOGNIZED BODIES

None

4. PLANT AND MATERIALS PROVIDED BY THE EMPLOYER

None

5. SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

Storage space shall be identified by the employer.

6. PLANT AND EQUIPMENT

As required by the task order

7. ESSENTIAL DATA

7.1. The notice period for delivery is 05 Days

7.2. The trees and shrubs which are not to be disturbed are to be identified on site. Where possible, the disturbance of trees should be avoided.

7.3. The requirements for the termination, diversion or maintenance of existing services are:

- 1) none

7.4. Services which are known to exist on the site are:

- 1) Water network.
- 2) Electricity reticulation, sub-surface and overhead
- 3) Sewer Network
- 4) Roads

7.5. The duration of the project is **As Per Project Proposal** in months

7.6. SANS 1921-6, Construction, and management requirements for works contracts – Part 6: HIV/AIDS awareness.

A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field.

A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel 011- 265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za.

The HIV/AIDS awareness programme is to be repeated at four-month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)

Additional clauses

The duration of each workshop is not to be less than 2 ½ hours.

7.7. Management meetings

A Schedule of meetings will be agreed with the service provider.

7.8. Daily records

The Service Provider is instructed to keep a set of signed off daily diaries with specific detail relating to Contract Participating Goals (CPG).

7.9. Payment certificates

Payment Certificates will be done as per Service Level Agreement. Payments will

not be processed unless all the required supporting information are attached to the claim for payment.

2 PARTICULAR SPECIFICATIONS

Annexure 1: Proforma Task Order

Task Order (TSC) for use with framework contracts based on the NEC3 TSC		<div style="border: 1px solid black; padding: 10px; text-align: center;"> <i>Insert employer's logo</i> </div>	
Employer:			
Unit / department:			
Contractor :			
Framework contract details:			
No:		Title:	
Task Order No:			
Detailed description of the work in the Task			
Contract Data associated with the performance of the Task			
Part 1: Data provided by the Employer			
The Contract Data as provided for in the <i>Contractor's</i> framework contract applies together with the additional <i>contract data</i> in this Task Order			
Core clauses			
10.1	The <i>Employer</i> is (name): Address: Postal Address: Tel No: Fax No: Mobile No. : E-mail address:		
10.1	The <i>Service Manager</i> is (name):		

Address:	
Postal Address:	
Tel:	
Fax:	
Mobile No. :	
e-mail:	
11.2(2) The Affected Property is:	
11.2(14) The following matters will be included in the Risk Register	
Secondary options	
X17	Low service damages
The amounts for low service damages are:	
X19	Task Order
X19.2	The starting date for the Task is
X19.2	The Task completion date is
X19.2	The delay damages are R per day
X20	Key Performance Indicators
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in the document called
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of weeks
Z6	Providing the services
	The work done by the Contractor himself is as follows:
Part 2: Data provided by the Contractor	
Contractor's representative is (Name):	

<p>Address</p> <p>Tel No.:</p> <p>Fax No.</p> <p>Email.</p>	
<p>X19.7 The <i>Contractor's</i> Task Order programme is attached as Annexure A.</p>	
<p>THE AMOUNT OF PRICES (DEFINED COST PLUS THE FEE) INCLUSIVE OF VAT IS:</p> <p>(in words)</p> <p>.....</p> <p>.....; ;</p> <p>R. (in figures)</p>	
<p>The above prices are valid for</p> <p>signature below</p> <p><i>Contractor's</i> representative</p> <p>Signature:</p> <p>Name:</p> <p>Date:</p>	<p>days from the date of the <i>Contractor's</i></p> <p>Acceptance by <i>Employer</i></p> <p>The above pricing and other details in this Task Order are accepted and the <i>Contractor</i> may now commence work on the Task in terms of Clause X19.4.</p> <p>Signature:</p> <p>Name: (Print)</p> <p>Date:</p>

Task Order specific data and information

C2: Pricing Data

C2.1 Pricing assumptions

C2.1.1 The *Contractor* is paid according to the price estimated in the BOQ submitted for the work using rates approved by COGTA. The cost of managing the service is included in the Fee.

C2.1.2 Defined Cost includes the work done by the Contractor and the subcontracted at the unit rates established in the priced list of items. Defined Cost excludes costs associated with the management of the services.

C2.1.3 The *Contractor* does not have to allow in his prices in the priced list of for matters that may arise as a result of a compensation event.

C2.1.4 The priced list of items are the unit rates and lump sums which are applicable to the work which can be performed in terms of the Task Order.

Secondary (developmental) procurement objectives

.... General

The relevant provisions of the following COGTA standard documents in the annexures of the Tender) apply to the execution of the Task Order:

- 1) Specification for the participation of local enterprises in the construction, renovation, refurbishment, alteration or maintenance of infrastructure
- 2) Specification for direct employment generated in the construction, renovation, refurbishment, alteration or maintenance of infrastructure
- 3) Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts

.... Contract skills development goal

The Contractor shall achieve or exceed in the performance of the Task Order the contract skills development goal established in the Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts.

.... Specification data

..... *Specification for the participation of local enterprises in the construction, renovation, refurbishment, alteration or maintenance of infrastructure*

The Contractor shall achieve or exceed a contract local enterprise goal (CLEG) of ...% in the performance of the Task Order in accordance with the provisions of the Specification for the participation of local enterprises in the construction, renovation, refurbishment, alteration or maintenance of infrastructure

The region which applies to the local enterprises is the Mpumalanga Province region as identified in the contract

..... *Specification for direct employment generated in the construction, renovation, refurbishment, alteration or maintenance of*

infrastructure

The Contractor shall achieve or exceed a contract local direct employment goal (CLDEG) of . . . % in the performance of the Task Order in accordance with the provisions of the Specification for direct employment generated in engineering and construction contracts. The local direct employment goal (CLDEG) for women and youth (persons under the age of 36) shall be% and ...% respectively.

The geographic area which applies to local labour is Mpumalanga Province.

Annexure 2: COGTA Occupational Health and Safety Specification for Construction Works

Department of Cooperative Governance and Traditional Affairs

Request Proposals for the Appointment of One or More Project Management Service Providers for Demolishing Of Old, Design, Planning and Development of New Traditional Councils Offices within the Mpumalanga Province

C2.2 PROPOSAL WITH COST ESTIMATES TO BE SUBMITTED BY BIDDER

THE ITEMS AND OTHER INFORMATION IN THE COSTING TEMPLATE BELOW ARE JUST FOR GUIDANCE. THE INFORMATION DOES NOT NECESSARY INDICATE THE REQUIRED ITEMS TO BE COSTED. THE ITEMS AND QUANTITIES TO BE QUOTED WILL BE DETERMINED BY BIDDDER AND COSTED IN THE PROPOSAL USING THE BELOW FORMAT

Department of Cooperative Governance and Traditional Affairs**Request Proposals for the Appointment of One or More Project Management Service Providers for Demolishing Of Old, Design, Planning and Development of New Traditional Councils Offices within the Mpumalanga Province****SUMMARY (TOTAL BID AMOUNT)**

Item	Description	Amount
		For Supply, Delivery and Installation
SECTION A	PRELIMINARY AND GENERAL ITEMS	
SECTION B	BUILDING	
SECTION C		
SECTION D		
SECTION E		
SECTION F		
Subtotal A		

Add 10% to Subtotal A for Contingencies

Subtotal B

Add 15% to Subtotal B for Value Added Tax (VAT)

GRAND TOTAL CARRIED TO FORM OF OFFER_____
DATE_____
SIGNATURE OF SERVICE PROVIDER

PROPOSAL COSTING FORMAT EXAMPLE

Item No	Payment Clause	Short Description	Unit	Quantity	Rate
	SANS	SECTION: A			
	1200 A	PRELIMINARY AND GENERAL			
		Fixed-charge items:			
A.1	8.3.1	Contractual requirements	Sum	7	
		Establishment of facilities on the Site			
A.2	PSA 8.3.2.2	<u>Facilities for the Contractor:</u>	Sum	7	
A.4		(i) Site Office (minimum 25 m ² floor area)	Sum	7	
A.5		(ii) Ablution and Latrine Facilities (Male and Female)	Sum	7	
A.6		(iii) Workshop	Sum	7	
A.7		(iv) Tools and Equipment	Sum	7	
A.8		(v) Water Supply	Sum	7	
A.9		(vi) Supply of Electric Power	Sum	7	
A.10		(vii) Communications	Sum	7	
				7	
A.11	PSA 8.8.1 - 7 PSA 8.3.3	Other fixed-charge obligations (including, but not limited to dealing with access, removal of temporary site roads and reinstatement of site, dealing with traffic and dealing with water) (Provisional)	Sum	7	
				7	
A.12	PSA 8.3.4	Removal of site establishment and reinstatement of site on completion	Sum	7	
				7	
A.13	PSA 8.12	<u>Health and safety:</u>		7	
A.14		(i) General safety obligations	Sum	7	
A.15		(ii) Risk assessment	Sum	7	
A.16		(iii) Health and safety plan/file	Sum	7	
A.17		(iv) Training and Induction	Sum	7	
A.18		(v) All other costs to comply with the requirements of the OHS Act and Health and Safety specification (Provisional)	Sum	7	
				7	
		Time-related items:		7	
				7	
		Operation and maintenance of facilities on Site		7	
				7	
A.19	PSA 8.4.2.1 PSAB 8.2.1	<u>Facilities for Contractor</u>		7	
A.20		(i) Site Office (minimum 25 m ² floor area)	Month	7	
A.21		(ii) Ablution and Latrine Facilities (Male and Female)	Month	7	
A.22		(iii) Workshop	Month	7	
A.23		(iv) Tools and Equipment	Month	7	

MPUMALANGA COGTA : CONSTRUCTION OF TRADITIONAL COUNCILS OFFICES

A.24		(v) Water Supply	Month	7	
A.25		(vi) Supply of Electric Power	Month	7	
A.26		(vii) Communications	Month	7	
Carried forward / ...					
Item No	Payment Clause	Short Description	Unit	7	Rate
Brought forward / ...					
A.27	PSA 8.4.3 8.4.4	Supervision and company and head office overhead costs	Month	7	
				7	
A.28		Remuneration of Community Liaison Officer	Month	7	
				7	
	PSA 8.12	<u>Health and safety:</u>		7	
A.29		(i) General safety obligations	Month	7	
A.30		(ii) Keeping up to date of Health and safety plan/file	Month	7	
A.25		(iii) Remuneration of Health and Safety Officer	Month	7	
A.31		(iii) All other costs to comply with the requirements of the OHS Act and Health and Safety specification (Provisional)	Month	7	
				7	
A.32	8.4.5	Other time-related obligations	Month	7	
				7	
		Existing services		7	
				7	
	PSA 8.8.4.1	Provision of equipment for detecting services		7	
A.33		(i) Water and sewer pipes	Sum	7	
A.34		(ii) Electrical and other cables	Sum	7	
A.35		(iii) Other (Provisional)	Sum	7	
				7	
A.36	PSA 8.8.4.2	Hand excavation necessary for locating and exposing existing services in all materials	m ³	7	
				7	
A.37	PSA 8.5.1	Locating, protection, alteration and relocation of existing services carried out by authorities or Contractor (Provisional)	Sum	7	
				7	
A.38		Removal and disposal of existing ITEMS	m	7	
				7	
		Environmental management		7	
				7	
A.39	PSA 8.13	Compliance with Environmental Management Plan	Sum	7	
				7	
		Miscellaneous		7	
				7	
A.40	PSA 8.8.8	Setting out of works executed by nominated subcontractor (Qualified Surveyor)	Sum	7	
				7	
A.41	PSA 8.11	Provision of Security Personnel	Month	7	
				7	

[illegible]

(C1)	Tender No.
(C2)	Tender description:
(C3)	Designated product(s)
(C4)	Tender Authority:
(C5)	Tendering Entity name:
(C6)	Tender Exchange Rate:
(C7)	Specified local content %

	Pula	EU	GBP
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[illegible][illegible]

Date: _____

(C23) Total Imported content	R 0
(C24) Total local content	R 0
(C25) Average local content % of tender	

T1.2. BID DATA

The Conditions of BID in the Standard Conditions of BID as contained in Annex F of CIDB Standard Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of the prospective service providers in this BID in the section T1.3 of the BID Data.

The Standard Conditions of BID make several references to the BID Data for details that apply specifically to this BID. The BID Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of BID. Each item of BID Data given below is cross-referenced to the relevant clause in the standard Conditions of BID.

F.1.1 **The Employer for this Contract is: Mpumalanga Department Cooperative Governance & Traditional Affairs (COGTA)**

F.1.2 **BID Documents**

The BID Document consists of the following:

BID

T1: BID Procedures

- T1.1: Notice and Invitation to BID
- T1.2: BID Data

T2: Returnable Documents

- T2.1: List of Returnable Documents
- T2.2: Returnable schedules

CONTRACT

Part 1: Agreements and Contract Data

- C1.1: Form of Offer and Acceptance
- C1.2: Contract Data
- C1.3: Form of Guarantee
- C1.4: Agreement with Adjudicator
- C1.5: Agreement in terms of Section 37(2) of the Occupational Health and Safety Act (No 85, 1993)

Part 2: Pricing Data

- C2.1: Pricing Instructions-
- C2.2: Bill of Quantities- **to be supplied by bidder as cost estimates in the proposal**

Part 3: Scope of Work

- C3.1: Standard Specifications
- C3.2: Project Specifications
- C3.3: Particular Specifications

Part 4: Site Information

- C4.1: Locality Plan- **to be costed on proposal**
- C4.2 : Construction Notice **Board-to be costed on proposal**

DRAWINGS

Drawings for structures to be demolish to be issued during site hand over.
For structure to be developed will be supplied by bidder and costed in the proposal

The BID Document shall be obtained from the Employer or his authorized representative at the physical addresses stated in the BID Notice, upon payment of the deposit or other means stated in the BID Notice.

F.1.4 The Employer's agent is: None**F.1.5 The Employer's right to accept or reject any BID Offer**

The Employer may accept or reject any variation, deviation, BID Offer, or alternative 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 service provider for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.2.1 Eligibility**1. A service provider will not be eligible to submit a BID if:**

- (a) The service provider submitting the BID is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) The service provider does not have the legal capacity to enter into the Contract;
- (c) The service provider submitting the BID is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The service provider does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) The service provider cannot demonstrate that s/he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the Contract;
- (f) The service provider cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the Contract.
- (g) Only those service providers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for Labour Intensive Competencies for supervisory and management staff are eligible to submit BIDs.

2. CIDB GRADING

- I. Only those service providers who are registered with the CIDB as defined in the Regulations 09 June 2004 and 22 July 2005, in terms of the CIDB Act No 38 of 2000, or are capable of being so prior to the evaluation of submissions, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the Sum bidded or **proposed offer Required Grading** are eligible to submit BIDs.
- II. Joint Ventures are eligible to submit BIDs provided that:
 - 1. every member of the Joint Venture is registered with the CIDB;
 - 2. the lead partner has a Contractor grading designation **in the Proposed Offer Required Grading or higher) in the class of work; and**
 - 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the Sum bidded for or higher class on category works

F.2.7 Site visit and clarification meeting

The arrangements for the **Non-compulsory or Compulsory Bid Briefing / site inspection visit and clarification meeting** are: **as per the bid bulletin**

Location : **As Per Bid Bulletin and attached Annexure A**

Date : **As Per Bid Bulletin and attached Annexure A**

Starting Time: **As Per Bid Bulletin and attached Annexure A**

Enquiries and confirmation of attendance may only be attended at least **Two Full Working Day** in advance regarding the meeting and site inspection may be directed to:

Name : Mr. J. Mbedzi

Tel: 0762577978

Engineer

Bidders must note that the Employer is not obliged to answer to phone calls regarding confirmation of attendance and requests for directions to site after the starting time of the clarification meeting.

Service Providers must sign the attendance list and name of their business entity. Addenda will be issued and BIDs will be received only from those business entities appearing on the attendance list should addenda be needed and issued.

F.2.10 Pricing the BID Offer

(a) Value Added Tax

- The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by Legislation.
- The successful service provider shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in Terms of Contract Offer have been agreed with the Employers agent and a Certificate of Payment issued.
- Payment of VAT to non-VAT vendors shall be processed from the month in which the service provider's liability with the South African Revenue Services is effective.

F.2.11 Alterations to document

A BID Offer shall not be considered if alterations have been made to the Forms of BID data or Contract data (unless such alterations have been duly authenticated by the service provider) or if any particulars required therein have not been completed in all respects.

F.2.12 Alternative BID Offers

No alternative Offers will be considered.

F2.13 Submitting a BID Offer

F.2.13.3 BID Offers shall be submitted as an original only.

Under no circumstances whatsoever may the BID forms be retyped or redrafted.

Photocopies of the original BID documentation may be used, but an original signature must appear on such photocopies.

F.2.13.5 The Employer's address for delivery of BID Offers and identification details to be shown on such BID Offer package are:

Location of BID box: Physical address: Identification details	<p>As indicated in BID Notice As indicated in BID Notice BID for Request Proposals for the Appointment of One or More Project Management Service Providers for Demolishing Of Old, Design, Planning and Development of New Traditional Councils Offices within the Mpumalanga Province</p> <p>Bid No: As Per Bid Bulletin Closing Date: As Per Bid Bulletin</p>
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F.2.15 Closing Time

The closing time for submission of BID Offers is: **As Per Bid Bulletin** as stated in the Notice and Invitation to BID.

Telephonic, telegraphic, telex, facsimile, electronic or e-mailed BIDs will not be accepted.

F.2.16 BID Offer validity

The BID Offer validity period is **90 days** from the closing time for submission of BIDs.

F.2.18 Provide other material

The service provider 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

F.2.19 Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.22 Return of BID Documents

Bid documents will be returned as originally supplied.

F.2.23 EVALUATION PROCESS

1.1. The Evaluation process comprises of the following phases:

1.1.1 Phase I: Initial screening process

During this phase bid, documents will be reviewed to determine compliance with the following:

- Submission of each Proposal for each specific traditional council scope of work with clear methodology and costing, Deployment of Methodology, Plan, Approach, including Programme of works with time frames and tasks with required relevant Class(s) of CIDB Grading.
- All SBD forms should be fully completed and signed
- A written and signed undertaking by bidder clearly indicating commitment to use local labour at each work site
- Attendance of relevant traditional council briefing session and signing of attendance register when briefing advertised as compulsory on Tender Bulletin Advert. See attached **Annexure A** for Dates and Time
- Signed Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- Company Profile, including previous contract work done, value of the work and contactable references per contract.
- Valid letter of Good Standing from the Department of Labour
 Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a service provider satisfies CIDB Contractor grading designation requirements through Joint Venture

formation, such service providers must submit the Certificates of Contractor Registration in respect of each partner.

- **Minimum Required CIDB Grading:** Minimum Grading required in construction of Proposal Value and class(s) of Works. Must have at least both (GB and EB) and qualify with the GB on proposal value
- SBD 6.2 together with Annexure C must be fully correctly completed and duly signed
The Declaration Certificate for Local Production and Content (Local Content Declaration: Summary Schedule)
- All bidders must be registered with the Central Supplier Database (CSD) failure to do so will be automatically disqualified

NB: It is the responsibility of the bidder to ensure that the following key information is in order on CSD to avoid disqualification during the bid evaluations:

- The Business registration status
- Bid restrictions and defaulters status
- Identification number and the service of the state status

Failure to submit or adhere to the above will lead to automatic disqualification.

1.1.1.1 Local Production and Content Calculation and declaration

All bidders who complied with all first phase requirements above will be evaluated on the correctness and completeness of Annexure C of the Local Production and content

The following items below are designated according to the Department of Trade and Industry (DTI) Local Production and Content: SATS 1286

If any of the item(s) below is or are part of the Proposal costed items , Must Be Declared on Annexure C and SBD 6.2 as guided with the Minimum Designated Percentage; Failure to do so, will Lead to Automatic Disqualification

No	Designated items	Designated percentage
1.	Cement (All civil and building construction appropriate, use in mortar, brick, block, and stone masonry construction	100%
2.	Pipes (PVC,HDPE,PP,GRP)	100%
3.	Buses (Bus Body)	80%
4.	Textile, Clothing, Leather and Footwear	100%
5.	Steel Power Pylons,	100%
6.	Monopole Pylons,	100%
7.	Steel Substation Structures,	100%
8.	Powerline Hardware,	100%
9.	Street Light Steel Poles,	100%
10.	Steel Lattice Towers	100%
11.	Canned / Processed Vegetables	80%
12.	Pharmaceutical Products:	100%
13.	<input type="checkbox"/> OSD Tender	70% (volumes)
14.	<input type="checkbox"/> Family Planning Tender	50% value
15.	Rail Rolling Stock	65%
16.	Set Top Boxes (STB)	30%
17.	Furniture Products:	100%
18.	<input type="checkbox"/> Office Furniture	85%
19.	<input type="checkbox"/> School Furniture	100%
20.	<input type="checkbox"/> Base and Mattress	90%
21.	Solar Water Heater Components	70%
22.	Electrical and telecom cables	90%
23.	Valves products and actuators	70%
24.	Residential Electricity Meter :	
25.	<input type="checkbox"/> Prepaid Electricity Meters	70%
26.	<input type="checkbox"/> Post Paid Electricity Meters	70%
27.	<input type="checkbox"/> SMART Meters	50%
28.	Working Vessels/Boats (All types):	60%
29.	<input type="checkbox"/> Components	10- 100%

30.	Conveyance Pipes	80- 100%
31.	Transformers and Shunt Reactors:	100%
32.	<input type="checkbox"/> Class 0	90%
33.	<input type="checkbox"/> Class 1	70%
34.	<input type="checkbox"/> Class 2	70%
35.	<input type="checkbox"/> Class 3	45%
36.	<input type="checkbox"/> Class 4	10%
37.	<input type="checkbox"/> Components and conversion activities	50% - 100%
38.	Solar PV Components:	
39.	<input type="checkbox"/> Laminated PV Modules	15%
40.	<input type="checkbox"/> Module Frame	65%
41.	<input type="checkbox"/> DC Combiner Boxes	65%
42.	<input type="checkbox"/> Mounting Structure	90%
43.	<input type="checkbox"/> Inverter	40%
44.	Two Way Radio Terminals and Associated Equipment:	
45.	<input type="checkbox"/> Portable Radio	60%
46.	<input type="checkbox"/> Mobile Radio	60%
47.	<input type="checkbox"/> Repeater	60%
48.	<input type="checkbox"/> Components <input type="checkbox"/>	20% - 100%
49.	Rail Signaling: <input type="checkbox"/>	65%
50.	<input type="checkbox"/> Components <input type="checkbox"/>	40% - 100%
51.	Wheely Bins:	100%
52.	Fire Fighting Vehicle	30%
53.	<input type="checkbox"/> Crew Cabin	100%
54.	<input type="checkbox"/> Super Structure	100%
55.	<input type="checkbox"/> Assembly	100%
56.	Steel Products and Component for Construction	100%
57.	Steel Value-added Products	100%
58.	<input type="checkbox"/> Fabricated Structural Steel	100%
59.	<input type="checkbox"/> Joining/Connecting Components	100%
60.	<input type="checkbox"/> Frames	100%
61.	<input type="checkbox"/> Roof and Cladding	100%
62.	<input type="checkbox"/> Fasteners	100%
63.	<input type="checkbox"/> Wire Products	100%
64.	<input type="checkbox"/> Ducting and Structural pipework	100%
65.	<input type="checkbox"/> Gutters, downpipes & lauders	100%
66.	Steel Value-added Products	100%
67.	Plates	100%
68.	<input type="checkbox"/> Sheets	100%
69.	<input type="checkbox"/> Galvanised and Colour Coated Coils	100%
70.	<input type="checkbox"/> Wire Rod and Drawn Wire	100%
71.	<input type="checkbox"/> Sections	100%
72.	<input type="checkbox"/> Reinforcing bars	100%

- A bidder who will score or declare below the stipulated percentage must have an Exemption letter from DTI that they are allowed to be further evaluated on functionality even if they have scored below the stipulated percentage.
- A bidder must calculate each item separately as per the Guidance Document for the Calculation for Local Content (attached)
- The instruction notes from National Treasury as a guidance on all designated sectors may be downloaded from national treasury Official website: www.nationaltreasury.gov.za
- The exchange rate to be used for the calculation of local production and content will be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid; and only the South African Bureau of Standard (SABS) approved technical specification number SATS 1286; 2011 must be used to calculate local content.
- The local content (LC) expressed, as a percentage of the bid price must be calculated in accordance with the following formula, which must be disclosed in the bid documentation:

$$LC = (1 - X) * 100$$

Where	Y	
	X	is the imported content in Rand
	Y	is the bid price in Rand excluding value added tax (VAT)

- Prices referred to in the determination of x will be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.
- The SABS approved technical specification number SATS 1286:2011 and the Guidance of the calculation of local together with the Local Content Declaration Templates (Annexure C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annexure C) and E (Local Content Declaration: Supporting Schedule to Annexure C) are accessible to all potential bidders on the dti's official website [http://www.thedit.gov.za/industrial development/ip. jsp](http://www.thedit.gov.za/industrial%20development/ip.jsp) at no cost.

1.1.3. Phase II: Functionality evaluation as per attached Terms of Reference

- Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference
- Bidders must as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring for the respective bids will evaluate and score all bids based on their submissions and the information provided.
- Bidders will not rate themselves, but need to ensure that all information is supplied as required. The Bid Evaluation committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- The panel members will individually evaluate the responses received against the following criteria as set out below:

CRITERIA	WEIGHT
Plant , Equipment and Resources available	
<ul style="list-style-type: none"> Proof of Plant and Equipment (TLB (5),Tipper Truck (5) ,Plant Compactor (5),Water Bowser ((5) available owned/hired (certified copies of registration certificates, written agreement in case of hire/rent) by the Bidder <p>w</p> <p>Attach Copies of Plant and Equipment Certificates</p> <p>Points are not cumulative</p> <p>in the name of Company or Director or intent letter/Agreement with copies of Certificates in case of hire</p> <p>points not cumulative</p>	20
Understanding Of The Scope (Presentation	
Presentation of Proposal with clear methodology and costing, Deployment of Methodology, Plan, Approach, including Programme of works with time frames and tasks	15
Human Resources – Professional Team	20
<p>Professional Key Personnel are required for the duration of the project.</p> <p>For each personnel must be a fully completed and shortened CV for each Key Personnel Member submitted.</p> <p>Each CV should be structured under the following headings:</p> <ol style="list-style-type: none"> 1. Personal particulars Name Date and place of birth Place(s) of tertiary education and dates associated therewith. 2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) 3. Overview of post graduate experience (year, organization and position) 4. Outline of recent and current assignments / experience that has bearing on the required service and extent of involvement of this project 5. Contact references 	

<p>Max Points =20 (a + b + c + d)</p> <p>(a) Architect - Registered with Relevant Recognised Professional Body (b) Electrical Engineer - Registered with (ECSA or Relevant Recognised Professional Body (c) Civil Engineer - Registered with (ECSA or Relevant Recognised Professional Body (d) Quantity Surveyor - Registered with (ECSA or Relevant Recognised Professional Body (CV and certified copies to be submitted)</p> <p>≥ 5 Years =5 Points ≥3 but < 5 Years=3 Points < 3 Years =1 Points 0 Year =0 Points Points are not cumulative</p>	
<p>Proposed CAD Floor Plan Building Drawing</p> <p>Attachment Proposed CAD Floor building plan Drawing indicating minimum Rooms required</p>	10
<p>Professional Indemnity of the professional team R10 000 000</p> <p>Attachment of indemnity insurance for professional team</p>	5
<p>Previous Experience relevant to this technical field</p>	20
<p>Experience of Contractor in Building Industry</p> <p>Experience of Contractor in Building Industry and reference letters Infrastructure Projects successfully completed will be scored as follows: <i>(Submit a list of all projects completed with contact details and Completion Certificates for bidders respective CIDB grade)</i></p> <p>Projects completed</p> <p>≥ 5 =5 Points ≥3 but < 5 =10 Points < 3 =5 Points 0 Year =0 Points</p> <p>Appointment Letters, and Orders and or copy of the Completion Certificate per project to be attached.</p>	
<p>Financial Ability to execute the Contract</p> <p>Proof of financial ability (Bank Rating Letter) Code A = 10 points B = 8 points C = 6 points D = 3 points E = 00 points Attach Bank rating Letter</p>	10
<p>TOTAL QUALITY</p>	100

Only bidders who attain a minimum of 70 percent on Functionality will qualify to proceed for further evaluation on Price and Preference points.

e) Each panel member will rate each individual criterion on the score sheet using the following scale:

1-Poor, 2- Below average, 3- Good, 4- Very Good, 5- Excellent

- f) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements.
- g) These marks will be added and expressed as a fraction of the best possible score for all criteria. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- h) The value scored for each criterion will be multiplied with the specified with weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- i) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70 percent for functionality will be evaluated and scored in terms of pricing and socio economic goals as indicated hereunder.
- j) Any proposal not meeting a minimum score of 60 percent functionality proposal will be disqualified.
- k) The price will not be evaluated as this stage

Phase III: Price / Financial stage

- a) Price / Financial proposal must be submitted in South African Rand.
- b) The following formula will be used to calculate the points for price in respect of this bid:

$$Ps = 80 \left(1 - \frac{(Pt - Pmin)}{P min} \right)$$

Where

Ps= Points scored for comparative price of bid under consideration

Pt= Comparative price of bid under consideration

P min = Comparative price of lowest acceptable bid

- c) **The** responsive bids will be adjudicated by the State on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:
 - The bid price (maximum 80 points)
 - Broad-based black Economic Empowerment as well as specific goals (maximum 20 points)
- d) The department reserves the right to arrange contracts with more than one contractor.
- e) The Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Procurement Regulations 2017, Regulations were gazetted on 20 January 2017 (No. 40553) and effective from 01 April 2017. These bid will be evaluated as per above mentioned regulations. Bidders are required to submit B-BBEE status level certificate issued by an authorised body or person; a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act and in case a Joint Venture, a combined BBBEE certificate for the service providers must be provided, and subcontracting, the regulations will be followed.
- f) A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends subcontracting more than **25%** of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- g) A contractor is not allowed to sub-contract more than **25%** of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- h) In relation to a designated sector, a contractor must not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- i) A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and / or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations of 2017. For this bid the maximum number of Broad-based Black Economic Empowerment status that could be allocated to a bidder is indicated below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
NON-COMPLIANT CONTRIBUTOR	0

Failure to capture the required status level and to submit the required B-BBEE status level certificates will lead to a zero (0) status level for non-compliant service providers.

- The points scored by a bidder in respect of the points indicated above will be added to the points scored for price.
- Bidders are requested to complete the various preference claim forms in order to claim preference points.
- Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to B-BBEE status.
- Points scored will be rounded off to the nearest 2 decimals.
- In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.

A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points. The bidder must submit copies of identity documents of all directors or shareholders of the company with the bid documents at the closing date and time of the bid.

1.1.3 Phase IV: Vetting / Verification of Information Submitted

Shortlisted bidders may be required to undergo the vetting procedure to verify the authenticity of the submitted documents during the submission period and bidder can be eliminated if discovered that false information was submitted and this doesn't mean that the bid is automatically awarded to you.

CLIENT BASE

Bidders must have specific experience and submit at least four recent references (in a form of written proof (s) on their company's letterhead including relevant person(s), telephone, fax numbers and e-mails) of similar work undertaken.

COGTA reserves the right to contact references during the evaluation and adjudication process to obtain information.

LEGAL IMPLICATIONS

Successful service providers must be prepared to enter into a service level agreement with the COGTA.

COGTA reserves the right to award this bid on a non-exclusive basis, i.e. COGTA may procure similar services outside this bid with the view of securing the best service and value for money.

COMMUNICATION

Supply Chain Management will communicate with bidders for, among others. Where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for COGTA in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in invalidation of such bids.

PROHIBITION OF RESTRICTIVE PRACTICES

- a. In terms of section 4(1) 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:
 - Directly or indirectly fixing a purchase or selling price or any other trading condition;
 - Dividing markets by allocation customers, suppliers, territories or specific types of goods or services; or
 - Collusive bidding.
- b) If a bidder(s) or contractor(s), in the judgment of purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such items(s) offered or terminate the contract in whole or in part and 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.

FRONTING

COGTA supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background DARDLEA condemns any form of fronting.

COGTA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.

Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with public sector for a period not exceeding ten years, in addition to any other remedies DARDLEA may have against the bidder/contractor concerned.

PRESENTATION

COGTA may require presentations/interviews from short-listed bidders as part of the bid process

F.3.13 Acceptance of BID Offer

F.3.13.1 BID offers will only be accepted on condition that:

- (a) The BID Offer is signed by a person authorised to sign on behalf of the service provider;
- (b) the service provider's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, is included with her/his BID submission;
- (c) a service provider who submitted a BID as a Joint Venture has included an acceptable Joint Venture Agreement with her/his BID;
- (d) the service provider or a competent authorised representative of the Contractor who submitted the BID has attended the compulsory clarification meeting or site inspection;
- (e) the Contractor who submits the BID has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIDB Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that s/he will be able to register within 10 days of the closing date for submission of BIDs;
- (f) the service provider or any of its principals is not listed on 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;
- (g) the service provider has not abused the Employer's Supply Chain Management System or has failed to

perform on any previous Contract and has been given a written notice to this effect;

- (h) The service provider or any of its Principals, Directors or Managers is not employed in the service of the State (all spheres of government) nor is a Public Representative (Councillor);
- (i) a company profile is attached;
- (j) the required Certificates listed in F.2.23 above, are attached;
- (k) The Returnable Schedules in T2.2 have been completed and signed;
- (l) The Form of Offer in C1.1 has been signed by the Service Provider;
- (m) the Employer is satisfied that the service provider or any of her/his Principals have not influenced the BID Offer and acceptance by the following criteria:
 - a. having Offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;
 - b. having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;
 - c. having approached an Officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the service provider's favour;
 - d. having entered into any agreement or arrangement, whether legally binding or not, with any other Person, Firm or Company to refrain from Quoting for this Contract or as to the amount of the BID to be submitted by either party;
 - e. having disclosed to any other Person, Firm or Company other than the Employer, the exact or approximate amount of his proposed BID;
 - f. The Employer may, in addition to using any other legal remedies, repudiate the BID Offer and acceptance and declare the Contract invalid should it have been concluded already.

F.3.18 Copies of Contract

The number of paper copies of the signed Contract to be provided by the Employer is ONE.

SPECIAL CONDITIONS OF BID OR CONTRACT

This bid and all contracts will be subject to the General Conditions of Contract issued by the National Treasury
 The Department and appointed Service Provider will sign a Contract of Service upon appointment.
 The Service Provider should commence rendering services to the Province and place from the date as agreed with the Department after receiving the letter of appointment and signed the Contract of Service
 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in the Department
 The successful Service Provider agrees to keep all records and information of, or related to the proposal confidential and not discloses such records or information to any third party without the prior written consent of the Department
 The Department reserves the right to terminate the Contract in the event that there is clear evidence of non-performance and non-compliance with the Contract
 The short-listed Service Provider may be required to do a presentation in person to the Department, at their own cost, should it be deemed necessary to do so
 The department reserves a right NOT to appoint any service provider if it deems fit that the bid is non-responsive.
 The Department reserves a right to appoint more than one service provider.
 The Department reserves the right to accept only a specific traditional council scope of work proposal from each service provider from the entire submitted Bid.
 The department reserves the right to appoint per specific traditional council's proposal
 No bidder will be appointed with a Non-Compliant Tax status
 The Department reserves the right to appoint service provider(s) on the agreed negotiated rates.

ANNEXURE A

BID BRIEFING LOCATION, DATE AND TIME

No.	District	Municipality	Location	Traditional Council / Site	Demolition / Construction	Bid Briefing Date and Time
1.	Ehlanzeni	Bushbuckridge	Kildare (Shimungwe)	Jongilanga	Demolition and construction	08/08/2022 10H00
2.			Mkhuhlu	Hoxane	Construction	08/08/2022 12H30
3.			Oakley	Mathibela	Construction	08/08/2022 15H00
4.		Thaba Chweu	Hlabekisa	Mogane	Construction	10/08/2022 10H00
5.			Matibidi	Mohlala Morudi	Construction	10/08/2022 12H30
6.	Gert Sibande	Chief Albert Luthuli	Bettysgoed	Duma	Demolition of a portion on the existing structure and construction	11/08/2022 11H30
			Mooiplaas	Somcuba Bhevula	Construction	11/08/2022 09H00
7.		Mkhondo	Lunenburg (Pietretief)	Madabukela	Construction	11/08/2022 15H00
9.	Nkangala	Dr JS Moroka	Seabe	Bakgatla Ba Seabe	Construction	12/08/2022 10H00
10.			Pankop	Bakgatla Ba Maloka	Construction	12/08/2022 12H00
11.			Katjibane	Ndzundza Phungutsha	Construction	12/08/2022 14H00
12.			Mametlake	Bakgatla Ba Mmakau	Construction	12/08/2022 16H00
13.			Vaalbank	Manala Mbhongo	Construction	15/08/2022 10H00
14.			Watervaal A	Ndzundza Mabusa	Construction	15/08/2022 12H00

Application for a Tax Clearance Certificate

Purpose

Select the applicable option

Tenders

Good standing

If "Good standing", please state the purpose of this application

Particulars of applicant

**Name/Legal name
(Initials & Surname
or registered name)**

Trading name
(if applicable)

ID/Passport no

**Company/Close Corp.
registered no**

Income Tax ref no

PAYE ref no 7

VAT registration no'

SDL ref no

Customs code

UIF ref no

Telephone no

Fax
no

E-mail address

Physical address

Postal address**Particulars of representative (Public Officer/Trustee/Partner)**

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender
amountExpected duration
of the tender

year(s)

Particulars of the 3 largest contracts previously awarded

Date started

Date finalised

Principal

Contact person

Telephone number

Amount

Audit

Are you currently aware of any Audit investigation against you/the company?

YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of ☐ Tenders or ☐ Goodstanding.

I hereby authorise and instruct

SARS the applicable Tax Clearance Certificate on my/our behalf.

to apply to and receive from

Signature of representative/agent

Date

Name of
representative/
agent**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer**Notes:**

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) falls or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State Institution

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

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

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

2.2.1 If so, furnish particulars:

.....
 ...

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No-89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

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

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

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

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

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

..... Signature Date
..... Position Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser; but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

**25. Force
Majeure**

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

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

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

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

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

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

**28. Limitation of
liability**

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)