



REFURBISHMENT OF PORT SHEPSTONE CIVIC HALL

NOTICE NUMBER: 068/2021

BID NUMBER: 8/2/RNM0302

CIDB CLASSIFICATION –1SG OR HIGHER

Name of Tenderer	_____
Telephone Number	_____
Address	_____ _____ _____
CSD No.	_____
CIDB Grading & Number	_____
Tender Sum	_____

This tender closes at 12h00 on Wednesday 23 February 2022 at the offices of the Ray Nkonyeni Municipality located at 10 Connor Street, Port Shepstone

NO LATE SUBMISSIONS WILL BE CONSIDERED

Issued by: Ray Nkonyeni Municipality 10 Connor Street Port Shepstone 4240 Contact Name: Mr K Msomi Telephone: (039) 688 2139	Prepared By: AMANDA GOQO 1 Protea Road Marburg 4240 Contact Name: Ms Amanda Goqo Telephone: 039 688 2155
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RAY NKONYENI MUNICIPALITY

NOTICE: 068/2021
BID NO: 8/2/RNM0302

REFURBISHMENT OF PORT SHEPSTONE CIVIC HALL

Bids are hereby invited to Bid for the Refurbishment of Civic Hall within Ray Nkonyeni Municipality as specified in the under-mentioned bid document. Bidders who are registered with the Construction Industry Development Board (CIDB) with a classification grading of 1 SG or Higher, are eligible to submit a Bid and will be considered for award.

Bid documents can be downloaded for free from the e-tenders portal <https://etenders.treasury.gov.za>, OR Ray Nkonyeni Municipality website www.rnm.gov.za from the 31 January 2022

A COMPULSORY CLARIFICATION MEETING WILL BE HELD BY THE DEPARTMENT OF TECHNICAL SERVICES ON THE 9 FEBRUARY 2022 at 10h00, at 10 Connor Street, Port Shepstone.

Fully completed Bid documents, with two (2) copies of the original document in a sealed envelope, must be clearly marked with the relevant Bid Number as follows: - **TENDER NO.: 8/2/RNM0302 – REFURBISHMENT OF PORT SHEPSTONE CIVIC HALL – WARD 18.** Completed Bids (**Original and 2 copies**) must be deposited in the bid box, situated in the foyer of the Municipal Offices at 10 Connor Street, Port Shepstone, no later than **23 February 2022 at 12h00 midday.**

Stage 1: Pre-qualifying criteria

LOCAL CONTENT

- Bidder will be disqualified if the Declaration Certificate and Annex C (Local Content Declaration Summary Schedule) are not submitted as part of the Bid.
- **Valves** **70%**
- **Wire Products** **100%**

For the stipulated minimum threshold for local production and content, refer to MBD 6.2

PREFERENTIAL POINTS (B-BBEE)

- Bidders must be Level (01) B-BBEE status level

Stage 2: Functionality

The Functionality will comprise of the following based on the criteria indicated in the respective tender returnable: Attach all supporting documentation for the following table.

Criterion	Possible Full Points
Completed projects of similar nature (civils)	30
Experience of Foreman on civil projects	20
Project method statement	20
Total Possible Points	70

Bidders must score a minimum of 60% to pass functionality evaluation.

Stage 3: Financial Offer and Preference

The evaluation will be 80/20 Preference Point System for Financial Offer and Preference. The Preferential Procurement Policy Framework Act, 2000, (PPPFA) (Act No.5 of 2000) applies to this tender.

All technical queries must be directed to **Ms Amanda Goqo** of Ray Nkonyeni Municipality by no later than three days before tender closure on **TEL NO.: 039 688 2155** or **EMAIL ADDRESS: amanda.goqo@rnm.gov.za**

NOTE TO BIDDERS ON BID CONDITIONS:

- The Supply Chain Management Policy of Ray Nkonyeni Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to tender.
- Bids that are submitted late, incomplete, unsigned or by facsimile, electronically or not completed in black ink will be rejected and not accepted for further evaluation.
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote.
- Unsuccessful bidders will be informed of the tender outcome through Municipal website and local newspaper/s. Aggrieved unsuccessful bidders will be allowed to lodge, within fourteen (14) days of the decision or action, a written objection or complaint to the Office of the Municipal Manager through email mm@rnm.gov.za or fax number 0865297195. Complaints or objections received after fourteen (14) days of the date of the notice will not be entertained.
- Qualifications obtained from outside of South Africa must be accompanied by a SAQA verification
- Bids submitted are to be valid for a period of 120 days.

NB: FAILURE TO SUBMIT TWO (2) COPIES WILL RESULT IN DISQUALIFICATION.

Ray Nkonyeni Municipality
SM Mbili-Municipal Manager
P O Box 5, Port Shepstone, 4240

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

NB!!!! Please attach copies of the following documents.

- **Company registration documents.**
- **Certified copy of ID documents of directors/owners/members/
shareholders.**
- **Copy of a valid TAX Compliance Certificate
Or Tax Compliance Status PIN Sheet.**
- **Certified copy of BBBEE Certificate / SWORN AFFIDAVIT**
- **Declarations (MBD 4, 6.1, 8 & 9).**
- **Joint Venture agreements (where applicable)**

STANDARD FORMS

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE

RAY NKONYENI MUNICIPALITY STANDARD FORM FOR BIDS

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	8/2/RNM0302	CLOSING DATE:	23 FEBRUARY 2022	CLOSING TIME:	12h00
DESCRIPTION	Refurbishment of Port Shepstone Civic Hall				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
10 Connor Street					
P O Box 5					
PORT SHEPSTONE					
4240					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Treasury SCM		CONTACT PERSON	Amanda Gogo	
	Bongani Mfenga		TELEPHONE NUMBER	039 688 2155	
TELEPHONE NUMBER	039 312 8304		FACSIMILE NUMBER	0865297052	
FACSIMILE NUMBER	086 731 8388		E-MAIL ADDRESS	Amanda.gogo@rnm.gov.za	
E-MAIL ADDRESS	Bongani.Mfenga@rnm.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE BID OFFER MUST BE SIGNED BY A PERSON AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER;
- 1.5. A BIDDER WHO SUBMITTED A BID AS A JOINT VENTURE HAS INCLUDED AN ACCEPTABLE JOINT VENTURE AGREEMENT WITH HIS/HER BID;
- 1.6. ONLY A CONSOLIDATED B-BBEE CERTIFICATE, ISSUED BY A SANAS APPROVED VERIFICATION AGENCY, WILL BE ACCEPTABLE FOR THE CLAIMING OF PREFERENCE POINTS WHERE BIDDERS SUBMITTED THEIR BID AS A JOINT VENTURE / CONSORTIUM;
- 1.7. A BIDDER WHO IS A JOINT VENTURE HAS INCLUDED MBD 4, 8 & 9 FOR EACH ENTITY IN THE JOINT VENTURE / CONSORTIUM WITH HIS/HER BID
- 1.8. THE BIDDER OR A COMPETENT AUTHORISED REPRESENTATIVE OF THE CONTRACTOR WHO SUBMITTED THE BID HAS ATTENDED THE COMPULSORY CLARIFICATION MEETING OR SITE INSPECTION;

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES
☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES
☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES
☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES
☐ NO

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

EVALUATION OF TENDER OFFERS

Stage 1

Pre-Qualification criteria

The bidder must be level 1 B-BBEE

The procedure for evaluation of responsive Bid Offers will be **METHOD 4: (Financial Offer, preference and quality (functionality))** with 80/20 Preference Points System. Score quality, rejecting all Bid Offers that fail to score the minimum number of points for quality stated in the Bid Data. The total score awarded will be the addition of the two scores for price and preference.

The following formula will be used in Calculation of Percentage for Functionality

$$PS = \frac{So \times Ap}{Ms}$$

Where:

- Ps = percentage scored for functionality by Bid/proposal under consideration
- So = total score of bid/proposal under consideration
- Ms = Maximum possible score
- Ap = percentage allocated for functionality

The quality will comprise scores for the following based on criteria indicated in the respective tender returnable:

- I. A maximum of **30 points** will be awarded to the company for completed other projects of similar nature
- II. A maximum of **20 points** will be awarded for demonstrated experience of the proposed foreman
- III. A maximum of **20 points** will be awarded for a method statement

Score quality, rejecting all tender offers that fail to score the minimum number of **60%** of points for quality stated in the tender data. Point system for functionality will be as per the table below:

Quality Criteria	Sub-Criteria	Weighting	Criterion
The company has successfully completed other projects of Glazing or shop front or similar nature project	5 or more Projects	30	Attached appointment letter and Completion Certificate
	2 projects	20	
	1 project	10	
Site Foreman personnel with a minimum experience in Glazing or Shop front or similar nature Projects	5 years or more experience in construction of glazing or shop front or similar project	20	Attached copy of CV with traceable References
		10	
	4-3 years' experience in construction of glazing or shop front or similar projects	5	
Project Method Statement: it must include the following sub-headings: <ul style="list-style-type: none"> - Project initiation - Status Quo/Informants report - Concept & viability - Construction time frames - Cash flow projections - Health and Safety 	2-1 year experience in construction of glazing or shop front or similar projects		Project plan and project profile, brief submission
	Method statement met all the requirements	20	
	Acceptable method statement. Only provided limited information	10	
	No Submission	0	
Total Points		70	

b) Financial Offer

The financial offer will be scored using the following formula:

$$Nf = W1 \times [1 - (P - P_m) / P_m]$$

Tg

Where:

W1 = **80** for financial values up to R 50, 000, 000.00 (inclusive of VAT) of all responsive tenders received;

P_m = the value of the comparative offer of the most favourable tender;

P = the value of the comparative offer under consideration;

Ray Nkonyeni Municipality subscribes to the preferential Procurement Policy Framework Act 2000 (Act No 5 of 2000) and its associated Preferential Procurement Regulations.

In the application of the 90/10 preference point system, if all bids received are below R 50, 000, 000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above R 50, 000, 000.00 threshold, all bids received must be evaluated on the 90/10 preference point system.

c) Preferences

Up to **20** points (for financial values up to R 50, 000, 000.00), will be awarded to bidders who complete the preference schedule and who are found to be eligible for the preference claimed.

Scoring of points for B-BBEE status level Contributor

Points must be awarded to a bidder for attaining the B-BBEE status level contribution in accordance with the table 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

Contract Data

General Conditions of contract for construction works (GCC 2015) is applicable to this contract.

Contract Data Provided by Employer.

Contract Duration	4 months
Defects liability periods	12 months
Name of the employer	Ray Nkonyeni Municipality
Address of the employer	10 Connor Street P.O Box 5 Port Shepstone, 4240 Tel: 039 688 2000
Pricing Strategy	Re- measurable contract
Selection of Sub-contractor	Selection of sub-contractor will be through the employer's database.
Documentation required before Commencement of work	Health and safety file initial programme Security Insurance
Non- working days	Sundays
Special non -working days	Public Holidays Year-end break from 15 December 2022 Ending 07 Jan 2023
Penalty for failing to complete the works	R1000 per calendar day.
Latent defects period.	10 years
Percentage advanced materials not yet built into permanent works	80%
Limit of retention money	10% of contract sum including sub-contracted Amount.
Limit of indemnity for liability Insurance	R3 000 000 for each and every claim
Labour Rate	Skilled worker R262.48/day Unskilled worker R196.00/day CLO R270.00/day

**GENERAL CONDITIONS OF CONTRACT
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General Conditions of Contract

- 1. Definitions**
- 1.1 The following terms shall be interpreted as indicated:
- 1.2 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.3 "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.
- 1.4 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.5 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 "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.
- 1.8 "Database application form" means the application form required by the Ray Nkonyeni Municipality to be filled in by the successful Bidder, following the award of the contract, for inclusion on the RNM database before payment is made.
- 1.9 "Day" means calendar day.
- 1.10 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.11 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.12 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.13 "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.
- 1.14 "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.

- 1.15 “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.
- 1.16 “GCC” means the General Conditions of Contract.
- 1.17 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.18 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.19 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.20 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.21 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.23 “Purchaser” means the organization purchasing the goods.
- 1.24 “Republic” means the Republic of South Africa.
- 1.25 “SCC” means the Special Conditions of Contract.
- 1.26 “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.
- 1.27 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.28 “Tort” means in breach of contract.

- 1.29 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.30 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specifications, 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 of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third

party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

8. Inspections, tests and analyses

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

- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
- 13. Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
 - 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
 - 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
 - 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 16.5. Payment will only be made if the supplier has filled in and submitted the necessary database application form to the satisfaction of the Chief Financial Officer.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation orders**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all sub-contracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance,

with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (a) the name and address of the supplier and / or person restricted by the purchaser;
 - (b) the date of commencement of the restriction;
 - (c) the period of restriction; and
 - (d) 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 Bid Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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 amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such

provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

- | | | |
|---------------------------------------|------|---|
| 25. Force majeure | 25.1 | Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. |
| | 25.2 | If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event. |
| 26. Termination for insolvency | 26.1 | The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser. |
| 27. Settlement of disputes | 27.1 | If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. |
| | 27.2 | If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. |
| | 27.3 | Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. |
| | 27.4 | Notwithstanding any reference to mediation and/or court proceedings herein, |
| | (a) | the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and |
| | (b) | the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract. |
| 28. Limitation of liability | 28.1 | Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; |
| | (a) | the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential |

loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the Supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
	32.4	No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
33. Transfer of contracts	33.1	The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.
34. Amendment of contracts	34.1	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
35. Prohibition of restrictive	35.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended, an agreement between, or concerted practice by , firms

practices

or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

No contract will be awarded to a person who has failed to submit a copy of Tax Compliance Certificate with a **PIN from the South African Revenue Service ("SARS") certifying that the taxes of that person to be in order or that suitable arrangements have been made with SARS.**

I certify that I have the appropriate authority to furnish the above-mentioned information and that the above information is correct at the time of completion.

Name:	Signature:
Designation:	Date:

Scope of works

Refurbishment of the Civic Hall

SPECIFICATIONS

Non-compliance to specification will invalidate your offer

NB: Service providers are required to read and study the specification, its general condition of contract, as well as the instructions to them very carefully before submitting their offers.

Refurbishment of Civic Hall

Important Note: Only contractors with experience on installation of aluminium and civil works will be considered

In this regard the supplier is to provide a list (including photographic proof) of previous works completed (minimum 5 projects) and include the following information in his/her submission as reference details.

- Project description and location
- Number of projects completed
- Clients Name and Contact Person
- Contact persons Telephone number

- **SCOPE OF WORKS:**
- Removal of existing wooden doors and windows and replacing with aluminium
- Removal of existing canvas curtains and replacing with new aluminium stack type doors.
- Fencing at parking area with gates
- Resurfacing of parking area

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

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

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

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

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

Item	Description	Unit	Qty	Rate	Amount
	SECTION 1: PRELIMINARIES AND GENERAL FIXED CHARGE TIME RELATED AND VALUE RELATED ITEMS				
1	Contractual requirements				
	Establishment of facilities on site	Sum	1		
2	Facilities for contractor				
	Office and storage sheds	Sum	1		
	Tools and equipment	Sum	1		
	Removal of site establishment	Sum	1		
	Health & safety requirements	Sum	1		
	Ablution facilities for duration of contract	Sum	1		
3	Time related items				
	Contractual requirements	MNTH	4		
	Supervision for duration of contract	MNTH	4		
Carried Forward to Summary					

Item	Description	Unit	Qty	Rate	Amt
	SECTION 2				
1.1	Remove existing doors and windows				
	Supply and installation of charcoal aluminium powder coated doors and windows including stacking doors. Stacking doors to be obscure glass. All doors to be made with 90mm door styles and high level windows with shopfronts and vent inserts. All box cladding to be 125mm solid box cladding. Heavy duty pivots on pivot doors and full line hinges on hinge doors. NB: All glazing in conformance with AAAMSA and SAGGA rules & regulations. A certified member of SAGGA S7005 should issue a certificate on completion				
1.2					
1.3	Main door 1740 x 2450	No	1		
1.4	Entrance doors 2967 x 2450	No	2		
1.5	Side fire exit doors 913 x 3575	No	7		
1.6	Side windows A – 913 x 3575	No	6		
1.7	Side windows B - 913 x 2200	No	2		
1.8	Private doors – 1240 x 2100 – box cladding	No	3		
1.9	Back stage doors 930 x 2100 – box cladding	No	2		
1.10	Hall Entrance 1730 x 2100 – box cladding	No	2		
1.11	Kitchen windows 1280 x 760	No	9		
1.12	Kitchen exit doors – box cladding	No	1		
1.13	Kitchen toilet doors 900 x 2100	No	2		
1.14	Kitchen counter door 5435 x 977 stacking doors	No	1		
1.15	Hall stacking doors 14410 x 3560 – top rig system	No	2		
1.16	Courtyard door 906 x 2100	No	1		
1.17	Courtyard top lite 1506 x 415	No	1		
1.18	Side windows 650 X 750	No	4		
1.19	Rate to include fabrication, supply & installation & correction works for plaster and painting	Sum	1		

Carried forward to Summary					
Item	Description	Unit	Qty	Rate	Amount
	SECTION 3				
1	PARKING AREA				
1.1	Remove paving and kerbing, compact and make good, prepare for laying of asphalt, which includes 150mm of G2	M²	115.2		
1.2	Bituminous treatment: Clean and sweep surface and apply R/T 1/4 quick dry tar prime coat to combo court area	M²	433.5		
1.3	Supply and lay 30mm thick continuously graded fine asphalt	M²	433.5		
1.4	Manufacture, galvanize and install a sliding gate, including good quality motor and 2 remotes, with 200 x 200mm ground beam with re-inforcement cage across for sliding to open on to. Frame to gate to be made up with 40mm square tubing and inserts to be 20mm square tubing, centre cross bar 40mm tubing	No	1		
1.5	Manufacture, galvanize and install a twoleaf swing type lockable gate including, 100mm galvanized poles cast into 400x600mm 20mpa concrete base, good quality 50mm brass pad lock with keys.	No	1		
2	FENCING				
2.1	Supply and Install anti climb fencing/clear view. 2400mm high, Aperture 50mm x 100mm x 3m panels (4mm thick wire). Corner square posts 76mm x 76mm x 3mm thick. Intermediate square post 60mm x 60mm x 3mm thick. Caps to posts to be waterproofed. All posts to be cast into 300 x 300 x 600mm deep in 20mpa concrete bases.	M	52		
3					
3.1	MARKING				
	Allowing for marking of parking bays	Sum	1		

		Carried Forward	
ITEM	DESCRIPTION	AMOUNT	
	<u>FINAL SUMMARY</u>		
1	SECTION1: PRELIMINARIES & GENERAL	R	
2	SECTION 2: INSTALLATIONS OF ALUMINIUM DOORS & WINDOWS	R	
3	SECTION 3: EXTERNAL WORKS – PARKING AREA	R	
4	PROVISIONAL SUMS	R	
Sub Total		R	
Add 10% Contingencies		R	
Sub Total		R	
Vat (15%)		R	
Total		R	

- Required by:
- At:
- Brand and Model
- Country of Origin
- Does offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis (all delivery costs must be included in the bid price)

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

***** “ all applicable taxes “ includes value added tax, pay as you earn(PAYE), income tax , unemployment insurance fund (UIF) and skills development levies.**

***Delete if not applicable**

RAY NKONYENI MUNICIPALITY

NOTICE NO: 065/2021

TENDER NO: 8/2/RNM0301

PRICING SCHEDULE

I / We hereby quote / tender the amount of _____

(in words) _____ Rand

R _____ (VAT included)

- . This quote/tender is valid for the period of **120 days**.
- . These prices quoted are firm and escalation will be stated separately.

HAS AN TAX PIN CERTIFICATE BEEN ATTACHED? YES/NO

I/We certify that the abovementioned information is correct and that we have due knowledge of the requirements of this Bid and have examined the document, Form of Bid, Specifications and requirements. We further agree that this Bid and the acceptance thereof by Council shall constitute a legal binding contract

Dated at _____ on this _____ day of _____

Authorised Signature (Tenderer)

Print Name (Tenderer)

As Witnesses:

- 1) _____
- 2) _____

For the Ray Nkonyeni Municipality:

SM Mbili
Municipal Manager

As Witnesses:

- 1) _____
- 2) _____

** The Council reserves the right not to accept the lowest or any tender and also reserves the right to accept part of a tender.*

This is to certify that (*Tenderer*)

of (address).....

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

Name: Signature:

Capacity:

Name: Signature:

Capacity: Date and Time:

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DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months?**YES / NO**

3.9.1 If yes, furnish particulars.....

.....

- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....

.....

- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....

.....

- 3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

.....

- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, _____ THE UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

ACCEPT THAT THE COUNCIL MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

CONTRACT FORM – PAST EXPERIENCE

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO

DATE

SIGNATURE 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 exceed/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:

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

Where

- P_s = Points scored for 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	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

- 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, eg. 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 Municipal Bidding Document (MBD) 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, 2011, 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, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids 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> at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. 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

Valves

70%

Wire products

100%

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

- 4.1 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.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. 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
- (ii) the declaration templates have been audited and certified to be correct.

(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 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

Calculation of local content

(C20) Total tender value

Signature of tenderer from Annex B

(C22) Total Tender value net of exempt imported content

(C21) Total Exempt imported content

(C23) Total imported content

(C24) Total local content

Date: _____

Imported Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

Calculation of imported contents

Total exempt imported value

Calculation of imported content

(032) Total imported value by tenderer

Calculation of Imported content

(D45) Total imported value by 3rd party

Calculation of foreign currency payments

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

This total must correspond with Annex C - C.23

Local Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

(E13) Total local content

Date: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Bid Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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 Bidde

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - (a) take all reasonable steps to prevent such abuse;
 - (b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - (c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹Includes 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 Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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.
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

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.

HEALTH AND SAFETY

- **Scope**

This specification covers the Employer's general Health and Safety requirements specific to this project. The purpose of this specification is to assist the Contractor in preparing his Health and Safety Plan for the construction of the Works, and as such must not be considered as a comprehensive Health and Safety manual covering all construction activities that could be expected to occur on the Works.

- **References**

- **Legal Requirements**

The approach to Health and Safety on the Works shall be in accordance with the Occupational Health and Safety Act, 1993, subject to the New Construction Regulations, 2003, hereinafter referred to as the Regulations.

These specifications shall be read in conjunction with the Supporting Specifications listed in PA 2.2 and contain revisions that will be deemed to satisfy under this project.

- **Supporting Specifications**

References made to Health and Safety in the documentation that comprise the Tender and Contract documentation for this project shall be read as part of this specification.

- **Definitions**

Reference made in the Construction Regulations to the "Client" shall refer to the same representation as referred to in the project Tender or Contract documentation as the "Employer".

Reference made in the Construction Regulations to "Principal Contractor" shall refer to the same representation as referred to in the project Tender or Contract documentation as "Contractor".

Reference made in the Construction Regulations to "Contractor" shall refer to the same representation as referred to in the project Tender or Contract documentation as "Subcontractor".

- **Principal Contractor**

The Contractor accepted by the Employer for the construction of the Works under Contract N^o MW/2105/04, shall take on the responsibilities of the Principle Contractor as described in terms of the Regulations and shall be referred to as the Contractor hereinafter.

- **Contractor**

All Subcontractors appointed or employed by either the Employer or Contractor, be they nominated by the Employer or proposed by the Contractor, shall take on the responsibilities of the "Contractor" as described in terms of the Regulations and shall be referred to as Subcontractors hereinafter. The Contractor shall take on the responsibility to ensure that the Subcontractors comply with the Regulations.

- **Contractor's Health And Safety Plan**

The Contractor shall submit his Health and Safety Plan, required in accordance with regulation 5(1), within 14 days after the Acceptance of Tender.

- **Subcontractors' Health and Safety Plans**

No Subcontractor will be allowed to perform any work under this Contract until the Subcontractor's Health and Safety Plan has been approved by the Employer.

- **Supervision Of Construction Work**

Before any work commences on site, the Contractor shall submit to the Employer the name of the person or Contractor's employee, who will be the designated Construction Supervisor, as defined under regulation 6(1). That person may assume the role of Construction Supervisor, in terms of the Regulations, for work performed by the Contractor's subcontractors, subject to complying with the other sub-regulations under regulation 6.

- **Risk Assessment**

- **General**

It will not be required for every Contractor to perform a risk assessment as required in regulation 7(1). Where Subcontractors are appointed to perform work of a similar nature, trenching and pipe laying for instance, it will be deemed sufficient if a blanket risk assessment is performed for typical activities. The Contractor shall be responsible however, to make each Subcontractor aware of the blanket risk assessment before the Subcontractor commences working on site.

- **Health and Safety Committee/Representative**

The Contractor shall actively pursue the formation of a Health and Safety Committee representing all the people to be employed on site and the Labour Desk that will be established by the Employer to facilitate the employ of local labour, shall be invited to participate in the activities of the Health and Safety Committee.

- **Fall Protection**

It is not anticipated that the will contain any deep excavation or high structures that require fall protection.

- **Excavation Work**

- **Trench Excavation**

Trench excavation on this project will generally be done by hand, is therefore limited to depths not exceeding 1.5 metres, and will be in material that is unlikely to cause trenches to collapse under normal conditions. Shoring of trenches generally should therefore not be required.

- **Water Environments**

No work will be executed in water environments under this contract.

- **House Keeping At Construction Sites**

The Contractor shall make adequate precautions to prevent diesel spilled at the Contractor's diesel storage and dispensing points, from contaminating the surrounding area

Construction Welfare Facilities

PA 13.1 General

The requirement for sanitary facilities as required under regulation 20(1) throughout the project of the Construction Regulations shall apply.

PA13.2 Ergonomic Considerations

The Employer's general requirements are that the design of the project and components thereof where possible, must take into account the ergonomics of the required task.

The Works requires the installation of heavy equipment, such as valves, steel pipe specials and such, into underground chambers that are considered as confined spaces. All chambers where access is intended should be sized so that a person of average height and size can work inside with reasonable ease. To this end, the finished floor to soffit height in all accessible chambers should be not less than 1.7 meters, while the minimum size of accessible chambers should be restricted to 1.5 x 1.5 metres.

Accesses to chambers should be placed and sized for ease of access and for ease of installing the fittings required for the chamber.

The Contractor is required to scrutinise the designs presented to him for construction, for features that compromise the Ergonomic aspects of Health and Safety and bring potential problem areas to the attention of the Employer or the Engineer at least four weeks before construction of the particular feature. The problem area will then be attended to or, if the design cannot be altered, special precaution will be required or special steps taken to circumvent the problem.

If the Contractor fails to identify and/or notify the Engineer or Employer of any aspects that could affect Health and Safety ergonomically, in the required time beforehand, delays caused in rectifying these will be the Contractor's responsibility.

PA13.3 Confined Spaces

Workers will not be required to work in confined spaces other than that created through trench excavation.

- **Traffic**

The Works is located in a rural traffic area, and part of the works in the general trafficked area (along a tar road).

- **Asbestos**

No asbestos products are anticipated to be used in the Works, but if required, the Contractor shall comply with the Asbestos Regulations 2001.

- **General Health And Safety Regulations**

This specification contains regulations of a general nature that contribute to Health and Safety on site and are aspects of Health and Safety that the Contractors must note. The Employer or Engineer shall have the right to instruct the Contractor to comply with a regulation, or any other Health and Safety related aspect not included in these general regulations, if the Employer or the Engineer considers that a relevant action or situation presents a endangers the Health and safety of a Worker or Workers.

- **Definitions**

"Building work" means building work as defined in the General Administrative Regulations published under Government Notice R2206 of 5 October 1984;

"confined space" means an enclosed, restricted or limited space in which, because of its construction, location or contents, or any work activity carried on therein, a hazardous substance may accumulate or an oxygen-deficient atmosphere may occur, and includes any chamber, tunnel, pipe, pit, sewer, container, valve, pump, sump, or similar construction, equipment, machinery or object in which a dangerous liquid or a dangerous concentration of gas, vapour, dust or fumes may be present;

"fire-resistance" means the minimum period for which a building element or component will comply with the requirements for stability, integrity and insulation when tested in accordance with SABS 0177: Part II;

"flammable liquid" means any liquid, which produces a vapour that forms an explosive mixture with air, and includes any liquid with a closed-cup flash point of less than 55°C;

"high-risk substance" means a substance listed in the Schedule to the General Administrative Regulations published under Government Notice R2206 of 5 October 1984, as amended from time to time;

"putlog scaffold" means a scaffold supported by a single row of standards and the structure in connection with which it is being used;

[Definition of "putlog scaffold" added by GN R1791 of 1988.]

"scaffold" means any temporary elevated platform and supporting structure used for supporting workers or materials or both;

[Definition of "scaffold" added by GN R1791 of 1988.]

"SABS 0177: Part II" means the South African Bureau of Standards' code of practice entitled Fire Resistance Test for Building Elements, SABS 0177: Part II - 1981;

"suspended scaffold" means a working platform suspended from supports by means of one or more separate suspensions from each support;

- [Definition of "suspended scaffold" added by GN R1791 of 1988.]

"trestle scaffold" means a working platform supported on trestles, stepladders, tripods and the like.

[Definition of "trestle scaffold" added by GN R1791 of 1988.]

- **Personal Safety Equipment and Facilities**

- (1) Subject to the provisions of paragraphs (f), (g), (h) and (i) of regulation 5 of the General Administrative Regulations published under Government Notice R2206 of 5 October 1984, the Contractor and user of machinery shall make an evaluation of the risk attached to any condition or situation which may arise from the activities of the Contractor or user, as the case may be, and to which persons at a workplace or in the course of their employment or in connection with the use of machinery are exposed, and he shall take such steps as may under the circumstances be necessary to make such condition or situation safe.
- (2) Where it is not practicable to safeguard the condition or situation contemplated in sub-regulation (1), the Contractor or user of machinery, as the case may be, shall take steps to reduce the risk as much as is practicable, and shall provide free of charge and maintain in a good and clean condition such safety equipment and facilities as may be

necessary to ensure that any person exposed to any such condition or a situation at a workplace or in the course of his employment or on premises where machinery is used is rendered safe.

- (3) Taking into account the nature of the hazard that is to be countered, and without derogating from the general duties imposed on Contractors and users of machinery by sub-regulations (1) and (2), the safety equipment and facilities contemplated in sub-regulation (2) shall include, as may be necessary-
 - suitable goggles, spectacles, face shields, welding shields, visors, hard hats, protective helmets, caps, gloves, gauntlets, aprons, jackets, capes, sleeves, leggings, spats, gaiters, protective footwear, protective overalls, or any similar safety equipment or facility of a type that will effectively prevent bodily injury;
 - waterproof clothing, high-visibility clothing, chemical-resistant clothing, low temperature clothing, chain mail garments, waders, fire retardant or flame-proof clothing, ice-jackets, or any similar safety equipment of a type that will effectively protect the wearer thereof against harm;
 - belts, harnesses, nets, fall arresters, life lines, safety hooks, or any similar equipment of a type that will effectively protect persons against falls;
 - mats, barriers, locking-out devices, safety signs, or any similar facility that will effectively prevent slipping, unsafe entry or unsafe conditions;
 - protective ointments, ear-muffs, ear-plugs, respirators, breathing apparatus, masks, air lines, hoods, helmets, or any similar safety equipment or facility of a type that will effectively protect against harm;
 - suitable insulating material underfoot where persons work on a floor made of metal, stone, concrete or other similar material; and
 - generally, such safety equipment or facilities as may be necessary to render the persons concerned safe.
- (4) The Contractor or the user of machinery, as the case may be, shall take steps to ensure that no safety equipment or facility provided as required by this or any other regulation is removed from a workplace or from premises where machinery is used, except for purposes of cleaning, repair, maintenance, modification, mending or replacement, and no person shall remove any such safety equipment or facility from a workplace or premises where machinery is used, except for the aforesaid purposes.
- (5) The Contractor shall instruct his employees in the proper use, maintenance and limitations of the safety equipment and facilities provided.
- (6) The Contractor shall not require or permit any employee to work unless such an employee uses the required safety equipment or facility provided in terms of this or any other regulation.
- (7) The provisions of this regulation shall not be construed as derogating from the provisions of any specific regulation prescribing specific safety equipment or facilities.
- **First Aid, Emergency Equipment and Procedures**
 - (1) The Contractor shall take all reasonable steps that are necessary under the circumstances, to ensure that persons at work receive prompt first aid treatment in case of injury or emergency.
 - (2) Where more than five employees are employed at a workplace, the Contractor of such employees shall provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace.

- (3) Taking into account the type of injuries that are likely to occur at a workplace, the nature of the activities performed and the number of employees employed at such workplace, the Contractor shall make sure that the first aid box or boxes contemplated in sub regulation (2) contain suitable first aid equipment which include at least the equipment listed in the Annexure hereto. The Contractor shall further make sure that only articles and equipment contemplated here or other similar equipment or medicine is kept in the first aid box or boxes.
 - (4) Where more than 10 employees are employed at a workplace, the Contractor of such employees shall take steps to ensure that for every group of up to 50 employees at that workplace, or in the case of a shop or an office as contemplated in the Basic Conditions of Employment Act, 1983 (Act No. 3 of 1983), for every group of up to 100 employees, at least one person is readily available during normal working hours, who is in possession of a valid certificate of competency in first aid, issued by-
 - the SA Red Cross Society;
 - the St John's Ambulance;
 - the SA First Aid League; or
 - a person or organisation approved by the chief inspector for this purpose.
 - (5) The Contractor shall at a workplace where a high-risk substance or toxic, corrosive or similar hazardous substances are used, handled, processed or manufactured, ensure that the first aid worker contemplated in sub regulation (4) is trained in the first aid procedures that are necessary for the treatment of injuries that may result from such activities, including the acute detrimental effects of exposure to such substances, and in the emergency procedures which are necessary in the case of accidental leakage or dumping of such substances.
 - (6) The Contractor shall affix a prominent notice or sign in a conspicuous place at a workplace, indicating where the first aid box or boxes are kept as well as the name of the person in charge of such first aid box or boxes.
 - (7) An employee with an open wound, cut, sore or any similar injury, who works in a workplace where a substance contemplated in sub regulation 5 is used, handled, processed or manufactured, shall report such injury to his Contractor forthwith. The Contractor may not permit such employee to continue working before the injury has been cleaned with soap and water or with a diluted disinfectant.
 - (8) Where any employee is exposed or can be exposed to a potential hazard of injury to the eye through contact with a biological or chemical substance, the Contractor concerned shall make sure that there is an eye-wash fountain in the immediate vicinity of the workplace of such employee and that the employee is trained in the use thereof.
 - (9) Where an employee at a workplace is exposed or can be exposed to a potential hazard of injury to or absorption through the skin as a result of sudden contact with a large amount of toxic, corrosive, high risk or similar hazardous substance, the Contractor concerned shall make sure that there is a fast-reacting deluge-shower with clean water or a similar facility in the immediate vicinity of the workplace of such employee and that the employee is trained in the use thereof.
- **Use and Storage of Flammable Liquids**
 - (1) The Contractor shall require or permit any person to work in a place where the vapour of any flammable liquid is generated to such an extent that it constitutes an actual or potential fire or explosion hazard or endangers the safety of any person, unless the provisions of sub-regulation (2) to (12) of this regulation are complied with.

- (2) The Contractor shall require or permit a flammable liquid to be used or applied other than in a room, cabinet or other enclosure specially constructed for this purpose of fire-resisting material, or in a place which, owing to its situation or construction or any other feature or circumstance, is of such a nature that-
- no fire or explosion hazard is, can or may be created thereat.
 - any vapour resulting from such use or application is efficiently dispersed and diluted into the atmosphere subject to the provisions of the Air Pollution Prevention Act, 1965 (Act No. 45 of 1965); and
 - no other workplace can or may be contaminated by such vapour.
- (3) The Contractor shall cause every room, cabinet or enclosure contemplated in sub-regulation (2) to be fitted with an efficient intake and exhaust ventilation system to remove any vapour there from and to prevent its re-circulation in a manner which may lead to the contamination of any other workplace or the creation of a fire or explosion hazard: Provided that, notwithstanding any other provision of this regulation, The Contractor shall provide every employee doing spraying with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and that any such employee shall while spraying use such apparatus provided to him.
- (4) Where spraying is done in any room, the Contractor concerned shall cause the ventilation system contemplated in sub-regulation (3) to conform to the following requirements:
- If the air supply and extraction is horizontal, the average air speed measured at a level of 1.5 metres above the floor, or at the level of the platform on which persons stand to work, shall not be less than 0.5 metres per second;
 - if the air supply is vertical and the extraction thereof is done through slits or a grill along the side walls at floor level, the average air speed measured at a level of 1.5 metres above the floor, or at the level of the platform on which persons stand to work, shall not be less than 0.4 metres per second; or
 - if the air supply is vertical and the extraction thereof is done through a grill over the whole of the floor area, the average air speed measured at a level of 1.5 metres above the floor, or at the level of the platform on which persons stand to work, shall not be less than 0.3 metres per second.
- (5) Where spraying is done into any cabinet or enclosure as contemplated in sub-regulation (2), the Contractor concerned shall cause the ventilation system contemplated in sub-regulation (3) to comply with the following requirements:
- Where the area of the open face of the cabinet is not more than one square metre, the average speed of air movement through the said face shall not be less than one metre per second;
 - where the area of the open face is more than one square metre but less than two square metres, the average speed of air movement through the said face shall not be less than 0.75 metres per second; or
 - where the area of the open face is equal to or exceeds two square metres, the average speed of air movement through the said face shall not be less than 0.5 metres per second.
- (6) With regard to the ventilation system contemplated in sub-regulation (3) the Contractor shall cause-

- all ducts, trunks and enclosures of the system to be of fire-resistant material with a smooth interior finish and to be constructed in such a manner as to facilitate the cleaning thereof;
 - the system to be kept in operation during working hours as well as for at least the period of time thereafter that may be necessary to clear the vapour from the atmosphere of the room, cabinet or enclosure to below 25 per cent of the lower explosive limit of that vapour; and
 - the work to be so organised that the flow of air towards the intake of such ventilation system is not obstructed and draws the spray or vapour of the flammable liquid away from any employee operating the equipment.
- (7) With regard to any room contemplated in sub-regulation (2) the Contractor shall cause every such room-
- with a floor area exceeding 20 square metres to have at least two separate entrances at opposite ends of the room, which shall be fitted with doors opening outwards that cannot be locked; and
 - to be fitted with an inspection window of strengthened and shatterproof glass that cannot be opened.
- (8) The Contractor shall not permit-
- any fire, flame or naked light or anything which may generate static electricity or any other thing which may ignite a flammable liquid or its vapour, to be used in or taken into any room, cabinet or enclosure contemplated in sub-regulation (2) in which any such flammable liquid is used, sprayed or stored, and shall affix a suitable and conspicuous sign prohibiting any such act at all the entrances to any such room, cabinet or enclosure;
 - any person to, and no person shall, smoke in any place in which flammable liquid is used or stored, and the Contractor shall affix a suitable and conspicuous notice prohibiting such smoking at all the entrances to any such place; and
 - any process capable of causing sparks or fire, or the application of any heat for the drying of sprayed or treated articles, to take place in any room, cabinet or enclosure used for spraying, before the space or atmosphere has been cleared of all vapour.
- (9) With respect to any room, cabinet, or enclosure contemplated in sub- regulation (2), the Contractor concerned shall cause-
- discarded cotton waste, cleaning rags or similar material to be removed daily and safely disposed of;
 - only that quantity of flammable liquid needed for work on one day to be taken into or kept in such room, cabinet or enclosure: Provided that partially consumed stock may be stored in a properly marked, fireproof wall cabinet inside the workplace;
 - all drums, cans, canisters or similar containers holding flammable liquids to be kept tightly closed when not in actual use and, after their contents have been used up, to be removed from the workplace and safely disposed of daily; and
 - every such room, cabinet or enclosure to be kept clean and all fans, ducts, trunks and enclosures of the ventilation system contemplated in sub-regulation (3) to be kept clean and in good working order: Provided that any cleaning, scraping or scouring shall be done with implements that cannot cause sparking if the concentration of the vapour exceeds 25 per cent of the lower explosive limit of that vapour.
- (10) The Contractor shall cause every flammable liquid store to be-

- separated by means of fire-resisting material with a fire-resistance of two hours from any room, cabinet or enclosure contemplated in sub-regulation (2);
 - constructed of fire-resisting material with a fire-resistance of two hours;
 - constructed in such a way that, in case of spillage, a volume of the flammable liquid in question equal to the quantity of flammable liquid ordinarily kept in store plus 10 per cent of that quantity, can be contained;
 - ventilated to the open air in such a manner that vapour cannot accumulate inside the store; and
 - clearly marked with a sign indicating that it is such a store and also indicating the amount of flammable liquid which may be stored therein.
- (11) Taking into account the construction and location of the premises in question and the quantity and types of flammable liquids involved, the Contractor shall install an adequate amount of efficient fire-fighting equipment in suitable locations in and around every building in which such substances are used, handled or stored, or as may be recommended by the fire chief of the local authority concerned.
- (12) The provisions of this regulation shall not be construed as applying to the use of flammable liquids in the course of or in connection with building work: Provided that every Contractor engaged in building work shall ensure that, where flammable liquids are used or applied at the workplace concerned, this is done in such a manner that no fire or explosion hazard is created, and that the workplace is effectively ventilated: Provided further that where the workplace cannot be ventilated effectively the Contractor shall provide every employee involved with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and shall take steps to ensure that every such employee, while using or applying flammable liquid, uses the apparatus supplied to him.

• **Work in Confined Spaces**

- (1) The Contractor or user of machinery shall take steps to ensure that a confined space is entered by an employee or other person only after the air therein has been tested and evaluated by a person who is competent to pronounce on the safety thereof, and who has certified in writing that the confined space is safe and will remain safe while any person is in the confined space, taking into account the nature and duration of the work to be performed therein.
- (2) Where the provisions of sub-regulation (1) cannot be complied with the Contractor or user of machinery, as the case may be, shall take steps to ensure that any confined space in which there exists or is likely to exist a hazardous gas, vapour, dust or fumes, or which has or is likely to have, an oxygen content of less than 20 per cent by volume, is entered by an employee or other person only when-
- subject to the provisions of sub-regulation (3), the confined space is purged and ventilated to provide a safe atmosphere therein and measures necessary to maintain a safe atmosphere therein have been taken; and
 - the confined space has been isolated from all pipes, ducts and other communicating openings by means of effective blanking other than the shutting or locking of a valve or a cock, or, if this is not practicable, only when all valves and cocks which are a potential source of danger have been locked and securely fastened by means of chains and padlocks.
- (3) Where the provisions of sub-regulation (2) (a) cannot be complied with, the Contractor or user of machinery shall take steps to ensure that the confined space in question is entered only when the employee or person entering is using breathing apparatus of a type approved by the chief inspector and, further, that-

- the provisions of sub-regulation (2) (b) are complied with;
 - any employee or person entering the confined space is using a safety harness or other similar equipment, to which a rope is securely attached which reaches beyond the access to the confined space, and the free end of which is attended to by a person referred to in paragraph (c).
 - at least one other person trained in resuscitation is and remains in attendance immediately outside the entrance of the confined space in order to assist or remove any person or persons from the confined space, if necessary; and
 - effective apparatus for breathing and resuscitation of a type approved by the chief inspector is available immediately outside the confined space.
- (4) The Contractor or user of machinery shall take steps to ensure that all persons vacate a confined space on completion of any work therein.
- (5) Where the hazardous gas, vapour, dust or fumes contemplated in sub regulation (2) are of an explosive or flammable nature, the Contractor or user of machinery shall further take steps to ensure that such a confined space is entered only if-
- the concentration of the gas, vapour, dust or fumes does not exceed 25 per cent of the lower explosive limit of the gas, vapour, dust or fumes concerned where the work to be performed is of such a nature that it does not create a source of ignition; or
 - such concentration does not exceed 10 per cent of the lower explosive limit of the gas, vapour, dust or fumes where other work is performed.
- (6) The provisions of this regulation shall mutatis mutandis also apply, in so far as they can be so applied, to any work which is performed in any place or space on the outside of and bordering on or in the immediate vicinity of, any confined space, and in which place or space, owing to its proximity to the confined space, any hazardous article, oxygen-deficient atmosphere or dangerous concentration of gas, vapour, dust or fumes may occur or be present.
- **Work in Elevated Positions**
The Contractor shall not permit any person to work in an elevated position, and no person shall work in an elevated position, unless such work is performed safely from a ladder or scaffolding, or from a position where such person has been made as safe as if he were working from scaffolding.
 - **Working in Danger of Engulfment**
The Contractor shall require or permit any person to, and no person shall, enter any place from or into which solid or particulate material is being discharged where a danger exists of a person being engulfed by such solid or particulate material, unless-
 - such a person is provided with and properly uses a safety belt and rope;
 - at least one other person who has been properly instructed, is and remains in attendance outside such place to keep the persons therein under continuous observation in order to render assistance in case of emergency; and
 - the precautions prescribed by regulation 5 of these regulations are taken if dangerous gas, fumes, dust or vapour may be present in such a place.
 - **Stacking of Articles**
(1) The Contractor shall not permit the building of stacks, which consist of successive tiers, one on top of another, unless-

- the stacking operation is executed by or under the personal supervision of a person with specific knowledge and experience of this type of work;
 - the base is level and capable of sustaining the weight exerted on it by the stack;
 - the articles in the lower tiers are capable of sustaining the weight exerted on them by the articles stacked above them;
 - all the articles which make up any single tier are consistently of the same size, shape and mass;
 - pallets and containers are in good condition; and
 - any support structure used for the stacking of articles is structurally sound and can support the articles to be stacked on it.
- (2) The Contractor shall not permit-
- articles to be removed from a stack except from the topmost tier or part of that tier; and
 - anybody to climb onto or from a stack, except if the stack is stable and the climbing is done with the aid of a ladder or other safe facility or means.
- (3) The Contractor shall take steps to ensure that-
- persons engaged in stacking operations do not come within reach of machinery which may endanger their safety;
 - stacks that are in danger of collapsing are dismantled immediately in a safe manner; and
 - the stability of stacks is not endangered by vehicles or other machinery or persons moving past them.
- (4) Unless a stack is otherwise supported the Contractor shall take steps to ensure that tiers of stacked material consisting of sacks, cases, cartons, tins or similar containers-
- are secured by laying up articles in a header and stretcher fashion and that corners are securely bonded; and
 - are stepped back half the depth of a single container at least every fifth tier or that, alternatively, successive tiers are stepped back by a lesser amount: Provided that at least the same average angle of inclination to the vertical is achieved: Provided further that where the containers are of a regular shape and their nature and size are such that the stack will be stable, they may be stacked with the sides of the stack vertical if the total height of the stack does not exceed three times the smaller dimension of the underlying base of the stack.
- (5) Notwithstanding the provisions of sub-regulation (4), free standing stacks that are built with the aid of machinery may, with the approval of an inspector, be built to a height and in a manner permitted by the nature of the containers being stacked: Provided that-
- the stacks are stable and do not overhang; and
 - the operator of the stacking machinery is rendered safe as regards falling articles.

Welding, Flame Cutting, Soldering and Similar Operations

- (1) The Contractor shall not permit welding or flame cutting operations to be undertaken unless-
- the person operating the equipment has been fully instructed in the safe operation and use of such equipment and in the hazards which may arise from its use;

- effective protection is provided and used for the eyes and respiratory system and, where necessary, for the face, hands, feet, legs, body and clothing of persons performing such operations, as well as against heat, incandescent or flying particles or dangerous radiation;
 - leads and electrode holders are effectively insulated; and
 - the workplace is effectively partitioned off where practicable and where not practicable all other persons exposed to the hazards contemplated in paragraph (b) are warned and provided with suitable protective equipment.
- (2) The Contractor shall not permit welding or flame cutting operations to be undertaken in a confined space, unless-
- effective ventilation is provided and maintained; or
 - masks or hoods maintaining a supply of safe air for breathing are provided and used by the persons performing such operations.
- (3) The Contractor shall not permit electric welding to be undertaken in wet or damp places, inside metal vessels or in contact with large masses of metal, unless-
- the insulation of the electrical leads is in a sound condition;
 - the electrode holder is completely insulated to prevent accidental contact with current-carrying parts;
 - the welder is completely insulated by means of boots, gloves or rubber mats; and
 - at least one other person who has been properly instructed to assist the welder in case of an emergency is and remains in attendance during operations:
- Provided that the provisions of this sub-regulation shall not apply to a welding process where the maximum voltage to earth does not exceed 50 volts.
- (4) The Contractor shall not permit welding, flame cutting, grinding, soldering or similar work to be undertaken in respect of any tube, tank, drum, vessel or similar object or container where such object or container-
- is completely closed, unless a rise in internal pressure cannot render it dangerous; or
 - contains any substance which, under the action of heat, may-
 - ignite or explode; or
 - react to form dangerous or poisonous substances,

unless a person who is competent to pronounce on the safety thereof has, after examination, certified in writing that any such danger has been removed by opening, ventilating or purging with water or steam, or by any other effective means.
- (5) Where hot work involving welding, cutting, brazing or soldering operations is carried out at places, other than workplaces which have been specifically designated and equipped for such work, the Contractor shall take steps to ensure that proper and adequate fire precautions are taken.

Ladders

- (1) The Contractor shall ensure that every ladder is constructed of sound material and is suitable for the purpose for which it is used, and-
- is fitted with non-skid devices at the bottom ends and hooks or similar devices at the upper ends of the stiles which shall ensure the stability of the ladder during normal use; or

- is so lashed, held or secured whilst being used as to ensure the stability of the ladder under all conditions and at all times.
- (2) The Contractor shall not permit a ladder to be used if it-
- has rungs fastened to the stiles only by means of nails, screws, spikes or in like manner; or
 - has rungs which have not been properly let into the stiles: Provided that in the case of welded ladders or ladders of which the rungs are bolted or riveted to the stiles, the rungs need not be let into the stiles; or
 - has damaged stiles, or damaged or missing rungs.
- (3) The Contractor may not permit that-
- a ladder which is required to be leaned against an object for support be used which is longer than 9 m; and
 - except with the approval of an inspector, the reach of a ladder be extended by fastening together two or more ladders:
- Provided that the provisions of this sub regulation shall not apply to extension or freestanding ladders.
- (4) In the case of wooden ladders the Contractor shall ensure that-
- the ladders are constructed of straight grained wood, free from defects, and with the grain running in the length of the stiles and rungs; and
 - the ladders are not painted or covered in any manner, unless it has been established that there are no cracks or other inherent weaknesses: Provided that ladders may be treated with oil or covered with clear varnish or wood preservative.
- (5) When work is done from a ladder, the Contractor shall-
- take special precautionary measures to prevent articles from falling off; and
 - provide suitable sheaths or receptacles in which hand tools shall be kept when not being used.
- (6) The Contractor shall ensure that a fixed ladder which exceeds 5 m in length and is attached to a vertical structure with an inclination to the horizontal level of 75° or more-
- has its rungs at least 150 mm away from the structure to which the ladder is attached; and
 - is provided with a cage which-
 - extends from a point not exceeding 2,5 m from the lower level to a height of at least 900 mm above the top level served by the ladder; and
 - shall afford firm support along its whole length for the back of the person climbing the ladder, and for which purpose no part of the cage shall be more than 700 mm away from the level of the rungs:
 - Provided that the foregoing provisions of paragraph (b) shall not apply if platforms, which are spaced not more than 8 m apart and suitable for persons to rest on, are provided.

Ramps

- (1) The Contractor shall ensure that every ramp-
- is constructed in accordance with accepted technical standards;

- has a safety factor of at least two with respect to the load it is expected to carry. Provided that the design makes sufficient provision for the load on the ramp as a result of the turning, braking and acceleration of vehicles, if the ramp is used for vehicles; and
- has an inclination to the horizontal level of not more than 34° or one vertical to one and one half horizontal.

(2) The Contractor shall ensure that every ramp-

- the inclination of which renders additional foothold necessary, but in every case where the inclination is more than 14° or one vertical to four horizontal, is provided with stepping laths which-
 - are placed at suitable intervals; and
 - extend the full width of the ramp: Provided that the stepping laths may be interrupted over a width not exceeding 230 mm to facilitate the movement of barrows; and
- which is higher than 2 m and is provided on both sides with-
 - substantial guard rails which are at least 900 mm and not exceeding 1000 mm in height, and
 - toe-boards that are at least 150 mm high and so affixed that no open space exists between the toe-board and the ramp.

Scaffold framework

(1) The Contractor shall ensure that-

- scaffold standards are properly propped against displacement and are secured vertically on firm foundations: Provided that putlog scaffolds shall incline slightly towards the structure;
- (i) steel scaffold standards with "heavy", "medium", "light" or "very light" platform loadings which shall not exceed 320, 240, 160 and 80 kg/m², respectively, are spaced not more than 1.8 m, 2 m, 2.5 m and 3 m apart, respectively; and
- (ii) wooden scaffold standards are spaced not more than 3m apart;
- ledgers are spaced vertically not more than 2.1 m apart;
- putlogs or transoms-
 - which do not support a platform, are spaced at the same distances as the distances prescribed in paragraph (b) in respect of scaffold standards;
 - which support a platform, are spaced not more than 1,25 m apart if the platform is constructed of solid timber boards; and
- every part of a wooden scaffold frame has a diameter of at least 75 mm or a section of similar strength.

(2) The Contractor shall not permit a scaffold to be used unless it-

- is securely and effectively braced to ensure stability in all directions;
- is secured at suitable vertical and horizontal distances to the structure to which work is being done, unless it is designed to be completely free-standing;
- is so constructed that it has a throughout factor of safety of at least two; and
- is inspected at least once a week and every time after bad weather by a person who has adequate experience in the erection and maintenance of scaffolds, and all findings are recorded in a register or report book.

- (3) The Contractor shall not permit that-
- a scaffold with a supporting wooden framework exceeds a height of 10m; and
 - a scaffold is erected, altered or dismantled by or under the supervision of a person other than a person who has had the necessary training and experience of such work and who has been appointed by the Contractor in writing for this purpose.

Scaffold platforms

- (1) The Contractor shall ensure that-
- every plank of a solid wooden scaffold platform is at least 275 mm wide and 38 mm thick;
 - every plank which forms part of a scaffold platform is supported at distances not exceeding 1.25 m, and its ends are projected not less than 70mm and not more than 200 mm beyond the last prop;
 - every plank of a scaffold platform is firmly secured to prevent its displacement; and every platform is so constructed as to prevent materials and tools from falling through.
- (2) The Contractor shall ensure that every scaffold platform-
- with 'heavy', 'medium', 'light' or 'very light' platform loadings is not less than 1125 mm and not more than 1 380 mm, not less than 1 125 mm and not more than 1 150 mm, not less than 900 mm and not more than 1 150 mm, and not less than 675mm and not more than 1 150 mm, respectively, wide: Provided that where a platform is used only as a gangway, a platform width of 450mm shall be sufficient;
 - which is more than 2m above the ground is on all sides, except the side facing the structure, provided with-
 - substantial guard rails of at least 900 mm and not exceeding 1 000 mm in height; and
 - toe-boards which are at least 150 mm high from the level of the scaffold platform and so affixed that no open space exists between the toe-boards and the scaffold platform: Provided that if the toe-boards are constructed of timber, they shall be at least 25 mm thick;
 - is not more than 75 mm from the structure: Provided that where workmen must sit to work, this distance may be increased to not more than 300 mm; and
 - is kept free of waste, projecting nails or any other obstructions, and is kept in a non-slip state.
- (3) The Contractor shall not permit that a working platform which is higher than 600 mm be supported on a scaffold platform, and shall provide an additional guard rail of at least 900 mm and not exceeding 1000 mm in height above every such working platform.
- (4) The Contractor shall ensure that convenient and safe access is provided to every scaffold platform, and where the access is a ladder; the ladder shall project at least 900 mm beyond the top of the platform.

Suspended scaffolds

- (1) The Contractor shall ensure that the outriggers of each suspended scaffold-
- are constructed of steel or any other material of similar strength and have a factor of safety of at least four with respect to the load it is to carry;

- have an overhang of not more than 1,8m beyond the edge of the structure and are of such length that the counteracting length can be anchored securely;
 - are, otherwise than by means of weights at the inner-ends, properly propped, suitably spaced and firmly anchored: Provided that an inspector may grant permission that outriggers may be anchored by means of weights; and
 - are provided with stop or other effective devices at the outer-ends to prevent the displacement of ropes.
- (2) The Contractor shall ensure that the working platform of every suspended scaffold is suspended by-
- pulley-blocks, sheaves, winches or hoists of the correct size for the ropes being used;
 - at least two independent steel wire ropes in the case of a working platform which is not wider than 912 mm, and at least four independent steel wire ropes in the case of a working platform which is 912 mm and wider; and
 - steel wire ropes of which the factor of safety is at least ten with respect to the maximum load which each rope is to carry.
- (3) The Contractor shall ensure that-
- the hand or power-driven machinery used for the lifting or lowering of the working platform of a suspended scaffold is so constructed and maintained that an uncontrolled movement of the working platform cannot occur;
 - the machinery referred to in paragraph (a) is so situated that it is easily accessible for inspection;
 - the rope connections to the outriggers are vertically above the connections to the working platform; and
 - in the case of a working platform suspended by two ropes only, the connections of the ropes to the working platform are of such height above the level of the working platform as to ensure the stability of the working platform.
- (4) The Contractor shall ensure that the working platform of every suspended scaffold-
- is at least 456 mm and not exceeding 1.8 m in width;
 - is suspended as near as possible to the structure to which work is being done and, except when light work is being done, is secured at every working position to prevent horizontal movement between the working platform and the structure;
 - is on all sides, except the side facing the structure, provided with substantial guard rails of at least 900 mm and not exceeding 1 000 mm in height above the level of the working platform: Provided that in the case of a working platform suspended by two ropes only, the guard rails shall be on all sides; and
 - is on all sides provided with toe-boards which are at least 150 mm high from the level of the working platform and so affixed that no open space exists between the toe-boards and the working platform: Provided that if the toe-boards are constructed of timber, they shall be at least 25 mm thick.

Trestle scaffolds

- (1) The Contractor shall not use a trestle scaffold, or permit it to be used, unless-
- it is soundly constructed of solid material; and

- all reasonable precautionary measures have been taken to prevent the unexpected spreading of its supporting legs when it is in use.
- (2) The Contractor shall not use a trestle scaffold or permit it to be used, if it-
- is higher than 3 m; or
 - consists of more than two tiers.

Minimum Contents of a First-Aid Box

Item 1:	Wound cleaner/antiseptic (100 ml)
Item 2:	Swabs for cleaning wounds.
Item 3:	Cotton wool for padding (100 g).
Item 4:	Sterile gauze (minimum quantity 10).
Item 5:	1 Pair of forceps (for splinters).
Item 6:	1 Pair of scissors (minimum size 100 mm).
Item 7:	1 set of safety pins.
Item 8:	4 Triangular bandages.
Item 9:	4 Roller bandages (75 mm × 5 m).
Item10:	4 Roller bandages (100 mm × 5 m).
Item11:	1 Roll of elastic adhesive (25 mm × 3 m).
Item12:	1 Non-allergenic adhesive strip (25 mm × 3 m).
Item13:	1 Packet of adhesive dressing strips (minimum quantity, 10 assorted sizes).
Item14:	4 first aid dressings (75 mm × 100 mm).
Item15:	4 first aid dressings (150 mm × 200 mm).
Item16:	2 Straight splints.
Item17:	2 Pairs large and 2 pairs medium disposable latex gloves.
Item18:	2 CPR mouth pieces or similar devices.

