

TENDER REFERENCE: (ROC 01 2021/22)

Tender for the maintenance of the sanitation infrastructure in the City of Tshwane
As and When required for a (3) three year period

VOLUME 1

A Tender for Category 6CE or higher CIDB Registered Contractors

ISSUED BY:	PREPARED BY:
The Divisional Head <u>Supply Chain Management Unit</u> 175 C De Wet Building Cnr ESKia Mphahlele and FW Nkomo Pretoria West 0001	The Group Head <u>Regional Operations and Coordination (ROC)</u>

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Contact Person:	CoT Vendor No (Where Applicable):
Tel. No:	E-Mail Address:
Cell No:	Fax No:

ROC 01-2021/22 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN
BASIS FOR A THREE (3) YEAR PERIOD**

Part T1: Tender Procedures

PORTION 1: TENDER ROC 01-2021/22

PART T1: TENDER PROCEDURES

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Part T1: Tender Procedures

T1.1 TENDER NOTICE AND INVITATION TO TENDER

THIS TENDER IS NOT AVAILABLE ON THE INTERNET

**ROC 01-2021/22
CITY OF TSHWANE**

REGIONAL OPERATIONS AND COORDINATION DEPARTMENT



**TENDER FOR THE MAINTENANCE OF SANITATION INFRASTRUCTURE IN THE CITY OF TSHWANE
AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS**

Tenders are hereby invited for the above services.

PLEASE NOTE THAT THE TENDER DOCUMENTS ARE AVAILABLE FOR DOWNLOADING FROM THE NATIONAL
TREASURY WEBSITE (www.etenders.gov.za)
. THE 90/10 PREFERENCE POINT SYSTEM WILL BE APPLIED TO THE TENDERS.

ENQUIRIES: Representative: Hellen Mapaila
Tel (Office): 012 358 9236
E-Mail: HellenTa@tshwane.gov.za

A **COMPULSORY BRIEFING SESSION** with a representative of the Employer will take place in the
Venue: Temba Water Depot,
Training room,
2024 Unit 2,
Kudube, Hammanskraal on
Date : **04 February 2022 10:00am**

The closing time for receipt of bids is

Date: 25 February 2022

Time: 10:00 am

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data

The lowest or any bid will not necessarily be accepted, and the Municipality reserves the right to accept a bid as a whole or in part

Bids must remain valid for a period of 90 days after the closing date.

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Part T1: Tender Procedures

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure F of Standard for Uniformity in Construction Procurement (May 2010)** as published in **Government Gazette No 33239, Board Notice 86 of 2010 of 28 May 2010**.

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

CLAUSE NUMBER	TENDER DATA
F.1.1 Actions	The Employer is City Of Tshwane Metropolitan Municipality
F.1.2 Tender Documents	<p>Volume 1: <u>Tender Document</u></p> <p>THE TENDER</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>Part C3: Scope of work</p> <p>C3 Scope of work</p> <p>ANNEXURES</p> <p>Service Level Agreement</p>
F.1.3 Interpretation	Add the following new clause:
F.1.3.4	<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>
F.1.4 Communication and Employer's Agent	<p>Agent: Hellen Mapaila</p> <p>Tel (Office): 012 358 9236</p> <p>E-Mail: HellenTa@tshwane.gov.za</p>
F.2.1 Eligibility	<p>It is a mandatory requirement that tenderers must submit the following :</p> <ul style="list-style-type: none"> Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contract grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE or higher class of construction work, are eligible to submit tenders.

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		<p>Joint Ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> • every member of a joint venture is registered with the CIDB within 10 days of the closing date of tenderers; • The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with the sum tendered for a 6CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations. • Complete RD.D.1 (Relevant experience) and submit proof of relevant experience. • Submit a completed and signed returnable form RD.D.2 (Schedule of plant, equipment, machinery and personnel) in full and sign. Proof of ownership/lease agreement and proof of vehicle registration for vehicles listed in RD.D.2. • Submit Compensation for Occupational Injuries and Diseases Act (COIDA) letter of good standing <p>Failure to submit the above documents will lead to disqualification. The bidder will not be evaluated further.</p>
F.2.2	Cost of Tendering	The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
F.2.7	Clarification meeting	<p>The arrangements for a compulsory clarification meeting are as stated in the tender notice and invitation to tender</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register.</p> <p>Tender documents will not be made available at the clarification meeting.</p>
F.2.8	Seek clarification	<p>Replace the clause with the following:</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least 7 (seven) working days before the closing time stated in the tender data.</i></p>
F.2.12	Alternative offers	No alternative tender offers will be considered.
F.2.13 F.2.13.3	Submitting a tender offer	<p>Parts of each tender offer communicated on paper shall be submitted as an original tender Document</p> <p>Each tenderer is required to submit the fully completed and signed tender submission document, attached to the original tender submission documents, adequately identifiable as belonging to the tenderer.</p>

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F.2.13.4	<p>Add the following to the clause</p> <p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p> <p><i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i></p> <p><i>In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</i></p> <p><i>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf.</i></p> <p><i>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</i></p> <p><i>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a <u>resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i></p> <p><u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>
F.2.13.5	<p>The identification details are:</p> <p>Tender Reference: ROC 01-2021/22</p> <p>Tender Description: TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD</p> <p>Closing Time: 10:00 am</p> <p>Closing Date: 25 February 2022</p> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at:</p> <p>PROCUREMENT ADVICE CENTRE (TENDER BOX AT THE ENTRANCE OF C DE WET CENTRE) C DE WET CENTRE 175 E'SKIA MPHAHLELE (DF MALAN) DRIVE PRETORIA WEST</p> <p>This address is 24 hours available for delivery of tender offers.</p>
F.2.13.9	<p>Telephonic, telegraphic, telex, facsimile or e-mailed offers will <u>not be</u> accepted.</p>

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F.2.15	Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
F.2.16	Tender offer validity	The tender offer validity period is 90 days .
F.2.16.5		Add the following new clause <i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i>
F.2.18	Provide other material	The tenderer shall, when requested by the employer to do so, submit the names of all design, management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F2.23	Certificates	Refer to part T2 of this procurement document for a list of the documents that are to be returned with the tender.
F2.24	Canvassing and obtaining of additional information by tenderers	Add the following new clause <i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i> <i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</i>
F2.25	Prohibitions on awards to persons in service of the state	Add the following new clause <i>The Employer is prohibited to award a tender to a person -</i> a) <i>who is in the service of the state; or</i> b) <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i> c) <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i> <i>In the service of the state means to be -</i> a) <i>a member of:-</i> <ul style="list-style-type: none"><i>• any municipal council;</i><i>• any provincial legislature; or</i><i>• the National Assembly or the National Council of Provinces;</i> b) <i>a member of the board of directors of any municipal entity;</i> c) <i>an official of any municipality or municipal entity;</i> d) <i>an employee of any national or provincial department;</i> e) <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> f) <i>a member of the accounting authority of any national or provincial public entity; or</i> g) <i>an employee of Parliament or a provincial legislature.</i>

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	In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
F2.26 Awards to close family members of persons in the service of the state	<p>Add the following new clause</p> <p><i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i></p> <ul style="list-style-type: none"> <i>a) the name of that person;</i> <i>b) the capacity in which that person is in the service of the state; and</i> <i>c) the amount of the award.</i> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
F2.27 Vendor registration	<p>Add the following new clause</p> <p><i>The tenderer will be required registering as a supplier/ service provider on the City of Tshwane's vendor register before any payment can be done.</i></p> <p><i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</i></p> <p><i>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from:</i></p> <p>http://www.tshwane.gov.za/Business/Pages/Registration-of-Suppliers-(Vendors).aspx</p> <p><i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i></p>
F2.28 Tax	<p>Add the following new clause</p> <p><i>An original tax clearance certificate must be submitted with this tender document.</i></p> <p><i>In the case of a Joint Venture/Consortium the tax clearance certificate must be for the Joint Venture/Consortium and individual tax clearance certificates for the members of the Joint Venture/Consortium are not acceptable.</i></p>
F2.29 B-BBEE Status Level of Contributor	<p>Add the following new clause</p> <p><i>A valid B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) must be submitted with this tender document</i></p> <p><i>In the case of a Joint Venture/Consortium a valid B-BBEE Status Level of Contributor certificate must be submitted by each individual party to the Joint Venture/Consortium.</i></p> <p><i>Failure by the tenderer to comply with this clause will result in the tenderer scoring 0 points for preference.</i></p>

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F.3.1	Respond to requests from the tenderer	
F.3.1.1		The employer will respond to requests for clarification up to <u>7 (seven) working days</u> before the tender closing time.
F.3.4	Opening of tender submissions	Tenders box will be opened immediately after the closing time for tender. Only the tenderer's name will be announced
F3.11	Evaluation of tender offers	<i>All tenderers who submitted responsive tenders will be evaluated.</i>
F.3.13	Acceptance of Tender Offer	Tender offers will only be accepted if: a.) the tenderer complies with the eligibility criteria stated in clause F.2.1 b.) the tenderer is able to produce an original Tax Clearance Certificate issued by the South African Revenue Service; c.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; d.) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e.) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. f.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; g.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
F3.17	Copies of Contract	One signed copy of contract shall be provided by the Employer to the successful Tenderers.

PART T2: RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

RD.A RETURNABLE DOCUMENTS FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Form of offer and acceptance	Section C1.1	
MBD 4: Declaration of interest in tender of persons in service of state	Form RD.A.1	
MBD 8: Declaration of tenderer's past supply chain management practices	Form RD.A.2	
MBD 2: Tax Clearance Certificate	Form RD.A.3	

RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the tender offer being awarded 0 (zero) preference points*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Valid B-BBEE Status Level of Contributor Certificate		
MBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations, 2017	Form RD.B.1	

RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit the applicable document will result in the Tenderer having to submit same upon request within 7 days and if not complied with, will result to the tender offer being disqualified from further consideration [See also clause 2.18 of the Standard Conditions of Tender]*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
MBD 9: Certificate of independent tender determination	RD.C.1	
Record of services provided to organs of state	RD.C.2	
Status of concern submitting tender	RD.C.3	

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Classification of business	RD.C.4	
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	RD.C.5	
Certificate of authority of signatory	RD.C.6	
Certificate of authority of signatory for joint ventures and consortia	RD.C.7	
Staff for labour intensive construction works	RD.C.9	
Proof of professional indemnity insurance	RD.C.10	

RD.D RETURNABLE DOCUMENTS REQUIRED FOR QUALITY EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the Tenderer receiving a 0 (zero) score for the applicable evaluation schedule.*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Evaluation Schedule: Tender's experience	RD.D.1	
Evaluation Schedule :Schedule of plant, equipment, machinery and personnel	RD.D.2	
Key Personnel	RD.D.4	
Curriculum vitae of key personnel	RD.D.5	
Technical Returnable schedules A and B	RD.D.6	

RD.E OTHER DOCUMENTS THAT WILL FORM PART OF THE CONTRACT

Note: *Failure to submit or fully complete the applicable documents will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Data provided by the contractor	Section C1.2	
Record of addenda to tender documents	RD.E.1	
Certificate confirming that bidder has CIDB grading 6CE or higher		
An organogram with all staff that will be assigned to the project		
Copies of Certified Qualifications of all staff to be assigned to the project		
Safety, health, Environmental management and Quality plan (SHEQ) including Covid 19 safety plan.		
3 years audited financial statements		

T2.2 RETURNABLE SCHEDULES

FORM RD.A.1 MBD 4: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF STATE

- i) Is/was an employer/owner of the tenderer in the service of the state, or has been in the service of the state in the previous twelve months?

YES	NO
-----	----

If so, state particulars _____

If so, state date of
resignation _____

- ii) If the provider is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state, or has been in the service of the state in the previous twelve months?

YES	NO
-----	----

If so, state particulars _____

- iii) Whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to in subparagraph ii) is in the service of the state, or has been in the service of the state in the previous twelve months?

YES	NO
-----	----

If so, state particulars _____

- iv) Is an employer/owner of the tenderer a person who is an advisor or consultant contracted with the municipality or municipal entity?

YES	NO
-----	----

If so, state particulars _____

- v) Are the tenderer or any of the members of the tendering entity involved in another entity for this particular tender?

YES	NO
-----	----

If so, state particulars _____

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

1. This Municipal Bidding Document (MBD) must form part of all tenders 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 tender of any tenderer may be rejected if that tenderer, or any of its directors have:
 - a. abused the municipality's/municipal entity's supply 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. wilfully 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 Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender:

Item	Question	Response	
4.1	Is the tenderer, any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audit alteram partem rule was applied)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	If so, furnish particulars:		
4.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (To access this register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	If so, furnish particulars:		
4.3	Was the tenderer 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"/>
	If so, furnish particulars:		

Item	Question	Response	
4.4	Does the tenderer 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"/>
	If so, furnish particulars:		
4.5	Was any contract between the tenderer 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"/>
	If so, furnish particulars:		

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the tenderer's tax obligations.

1. In order to meet this requirement tenderers are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the tenderer with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. **The original Tax Clearance Certificate must be submitted together with the tender. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the tender. Certified copies of the Tax Clearance Certificate will not be acceptable.**
4. In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates 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

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

This preference form must form part of all tenders 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, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017

1. GENERAL CONDITIONS

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

- The 80/20 system for requirements with a Rand value of up to R50 000 000.00 (**all applicable taxes included**); and
- The 90/10 system for requirements with a Rand value above R50 000 000.00 (**all applicable taxes included**).

1.2 The value of this tender is estimated to *exceed* R50 000 000.00 and therefore the **90/10** system shall be applicable.

1.3 Preference points for this tender shall be awarded for:

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

1.3.1 The points for this tender are allocated as follows:

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price, B-BBEE must not exceed	100

1.4 Failure on the part of a tenderer to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 Blank or incomplete particulars or insufficient documentary proof thereof, or failure to sign the declaration, will be construed to mean that the tenderer is not claiming preference points, in which case no points will be awarded for HDI.

2. DEFINITIONS

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

2.2 **B-BBEE** means broad-based black economic empowerment as defined in Section 1 of the Broad-Based Black Economic Empowerment Act.

2.3 **B-BBEE Status Level of Contributor** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

- 2.4 **Broad-Based Black Economic Empowerment Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.5 **comparative price** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
- 2.6 **consortium or joint venture** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.7 **contract** means the agreement that results from the acceptance of a tender by an organ of state.
- 2.8 **EME** means any enterprise with an annual total revenue of R5 million or less.
- 2.9 **firm price** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
- 2.10 **functionality** means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder.
- 2.11 **non-firm prices** means all prices other than **firm** prices.
- 2.12 **person** includes a juristic person.
- 2.13 **rand value** means that total estimated value of a contract in South African currency, calculated at the time of tender invitations and includes all applicable taxes and excise duties.
- 2.14 **sub-contract** means the primary contractor's assigning or leasing or 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.
- 2.15 **tender** 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, works or services works or goods, through price quotations, advertised competitive bidding processes or proposals.
- 2.16 **total revenue** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007.
- 2.17 **trust** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **trustee** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. **ADJUDICATION USING A POINT SYSTEM**

- 3.1 The tenderer obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 (two) decimal places.

- 3.4 In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE, the successful tender must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20

90/20

$$P_S = 80 \left(1 - \frac{P_T - P_{MIN}}{P_{MIN}} \right) \qquad P_S = 90 \left(1 - \frac{P_T - P_{MIN}}{P_{MIN}} \right)$$

Where

P_S = Points scored for price of tender under consideration

P_T = Rand value of tender under consideration

P_{MIN} = Rand value of lowest acceptable tender

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a

Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 5.3 Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. TENDER DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?
(delete which is not applicable)

YES	NO
-----	----

8.1.1 If YES, indicate:

Name of subcontractor	% to be subcontracted	B-BBEE status level of sub-contractor	Is the sub-contractor an EME (delete which is not applicable)

			YES	NO
			YES	NO
			YES	NO

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of FIRM: _____

9.2 VAT Registration number: _____

9.3 Company registration number: _____

9.4 Type of firm: _____

Partnership

One person business/sole trade

Close corporation

Company

(Pty) Limited

Small Medium Micro Enterprises

(Tick applicable box)

9.5 Describe principal business activities

9.6 Company classification

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter etc.

(Tick applicable box)

9.7 Municipal information

Municipality where business is situated: _____

Registered account number: _____

Stand number: _____

9.8 Total number of years the firm has been in business _____

9.9 I/we, the undersigned, who warrants that he/she is duly authorized to do so on behalf of the company/firm certify that points claimed, based on the B-BBEE status level of contribution, indicated in paragraph 7 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 claimed is 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 paragraph 7, 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 contribution has been claimed or obtained on a fraudulent basis or any 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 tender process;
 - b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - 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) restrict the tenderer or contractor, its shareholders and directors, or only the shareholders and directors WHO acted on a fraudulent basis, 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 have been applied; and
 - e) forward the matter for criminal prosecution.

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

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, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1 Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2 Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Tender for the repairs and maintenance of sanitation infrastructure within the city of Tshwane boundaries: three-year period, as and when required.	100%

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

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	

Yen	
Other	

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

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

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO. ROC 01 2021/22

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

.....
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.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as of

..... (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 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 3.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE: _____

WITNESS No. 1 _____

WITNESS No. 2 _____

DATE: _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	ROC 01 2021/22					
(C2)	Tender description:	Tender for the repairs and maintenance of sanitation infrastructure within the city of Tshwane boundaries: three-year period, as and when required.					
(C3)	Designated product(s):						
(C4)	Tender Authority:						
(C5)	Tendering Entity name:						
(C6)	Tender Exchange Rate:	Pula		EU		GBP	
(C7)	Specified local content %						

NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS

Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

R 0

Signature of tenderer from Annex B

(C21) Total Exempt imported content

R 0

(C22) Total Tender value net of exempt imported content

R 0

Date:

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

R 0

R 0

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	ROC 01 2021/22					
(D2)	Tender description:	Tender for the repairs and maintenance of sanitation infrastructure within the city of Tshwane boundaries: three-year period, as and when required.					
(D3)	Designated Products:						
(D4)	Tender Authority:						
(D5)	Tendering Entity name:						
(D6)	Tender Exchange Rate:	Pula		EU		GBP	

NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS

A. Exempted imported content

Calculation of imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

Summary

Tender Qty	Exempted imported value
(D17)	(D18)

(D19) Total exempt imported value

R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per	Tender Rate of Exchange	Local value of imports	Freight costs to	All locally incurred	Total landed
------------------	---------------------------------	-----------------	-------------------	-------------------------------	-------------------------	------------------------	------------------	----------------------	--------------

Summary

Tender Qty	Total imported value
------------	----------------------

				Commercial Invoice			port of entry	landing costs & duties	cost excl VAT			
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)	
				(D32) Total imported value by tenderer							R 0	
C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary		
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value	
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)	
				(D45) Total imported value by 3rd party							R 0	
D. Other foreign currency payments				Calculation of foreign currency payments		Summary of payments						
Type of payment	Local supplier	Overseas beneficiary	Foreign currency	Tender Rate of Exchange	Local value of payments							

	making the payment		value paid	
<i>(D46)</i>	<i>(D47)</i>	<i>(D48)</i>	<i>(D49)</i>	<i>(D50)</i>

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

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - *(D32)*, *(D45)* & *(D52)* above

Date: _____

<i>(D51)</i>
R 0

**This total must correspond with
Annex C - C 23**

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	ROC 01 2021/22	NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS
(E2)	Tender description:	Tender for the repairs and maintenance of sanitation infrastructure within the city of Tshwane boundaries: three-year period, as and when required.	
(E3)	Designated products:		
(E4)	Tender Authority:		
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value	% of LC
	(E6)	(E7)	(E8)	
	(E9) Total local products (Goods, Services and Works)		R 0	

(E10)	Manpower costs	(Tenderer's manpower cost)	R 0
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 0

(E13) Total local content

R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

FORM RD.C.1 MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all tenders¹ 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 tendering (or tender rigging)². Collusive tendering is a *per 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 tender of any tenderer if that tenderer 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 tendering process or the execution of the contract.
4. This MDB will serve as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the tender.

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

² Tender rigging (or collusive tendering) 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 tender process. Tender rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

ROC 01-2021/22: TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD

in response to the invitation for the tender made by

City of Tshwane Metropolitan Municipality

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

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

1. I have read and understand the contents of this certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect;
3. I am authorized by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer who:
 - a. has been requested to submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - b. could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently form, 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 tendering.
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 of services will be rendered (market allocation);
 - c. Methods, factors or formulas used to calculate prices;

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

Contract: ROC 01 2021/22: **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN
BASIS FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

- d. The intention or decision to submit or not to submit, a tender;
 - e. The submission of a tender which does not meet the specifications and conditions of the tender; or
 - f. Tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangement with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or to 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 tenders and contracts, tenders 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 form conduction 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.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

Contract: ROC 01 2021/22: **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

FORM RD.C.2 RECORD OF SERVICES PROVIDED TO ORGANS OF STATE

Tenderers are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the employer. Tenderers must not include services provided in terms of a sub-contract agreement.

Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of contract for the service" that was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Complete the record or attach the required information in the prescribed tabulation

ALL SERVICES COMMENCED OR COMPLETED TO AN ORGAN OF STATE IN THE LAST FIVE YEARS				
	Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity.	Title of contract for the service	Value of contract for service incl. VAT (Rand)	Date completed (State current if not yet completed)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

(Attach additional pages if more space is required.)

Contract: ROC 01 2021/22: **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.3 STATUS OF CONCERN SUBMITTING TENDER

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner, a joint venture/consortium or a co-operative

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture / Consortium

Co-operative

(Mark the appropriate option)

2. Information to be provided

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Certified copies of the founding statement) and list of members
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 53 (b))	Certified copies of: a) CIPRO CM 1 - Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company, plus a signed statement of the Company's Auditor, certifying each Member's

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If the Tendering Entity is a:		Documentation to be submitted with the tender
		ownership/shareholding percentage relative to the total.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital.	Certified copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement of the Company's Secretary confirming that the Company is a public Company.
5	<u>Sole Proprietary</u> or a <u>Partnership</u>	Certified copy of the Identity Document of: a) such Sole Proprietary, or b) Each of the Partners in the Partnership Certified copy of the Partnership agreement.
6	<u>Co-operative</u>	CIPRO CR2 - Certified copies of Company registration document.
7	<u>Joint Venture / Consortium</u>	All the documents (as described above) as applicable to each partner in the joint venture / consortium as well as a certified copy of the joint venture / consortium agreement.

Note:

- If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court wherein trustees have been duly appointed and authorised
- Include a certified copy of the Certificate of Change of Name (CM9) if applicable.

3. Registered for VAT proposes in terms of the Value-Added Tax Act (89 of 1991)

Yes

☐

No

☐

(Make an X in the appropriate space)

REGISTRATION NO: _____

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Part T2: Tender Procedures

FORM RD.C.4 CLASSIFICATION OF BUSINESS

1. The Small Businesses are defined in the National Small Business Act, 1996 (Act 102 of 1996).
2. Information furnished with regard to the classification of Small businesses
 - (a.) Indicate whether the company/entity is defined as a small, medium or micro enterprise by the National Small Business Act.

YES	NO
-----	----

(Tick appropriate box)

- (b.) If the response to 2.(a.) is **YES**, the following must be completed:

- i. Sector/sub-sector in accordance with the Standard Industrial classification:

- ii. Size or class:

- iii. Total full-time equivalent of paid employees:

- iv. Total annual turnover:

- v. Total gross asset value (fixed property excluded):

(A schedule indicating the different sectors is attached to this form.)

- (c.) The tenderer should substantiate the information provided by submitting the following documentation:
 - i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,
 - ii. Company profile indicating the tenderer's staff compliment, and
 - iii. 3 year financial statement or since their establishment if established during the past 3 years.

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SCHEDULE OF SECTORS

SIZE OF CLASS	THE TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES	TOTAL TURNOVER	TOTAL GROSS ASSET VALUE (FIXED PROPERTY EXCLUDED)
AGRICULTURE			
Medium	100	R 5 mil	R 5 mil
Small	50	R 3 mil	R 3 mil
Very Small	10	R 500 000	R 500 000
Micro	5	R 200 000	R 100 000
MINING AND QUARRYING			
Medium	200	R 39 mil	R 23 mil
Small	50	R 10 mil	R 6 mil
Very Small	20	R 4 mil	R 2 mil
Micro	5	R 200 000	R 100 000
MANUFACTURING			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5 mil	R 2 mil
Micro	5	R 200 000	R 100 000
ELECTRICITY, GAS & WATER			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
CONSTRUCTION			
Medium	200	R 26 mil	R 5 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 3	R 500 000
Micro	5	R 200 000	R 100 000
RETAIL AND MOTOR TRADE & REPAIR SERVICES			
Medium	200	R 39 mil	R 6 mil
Small	50	R 19 mil	R 3 mil
Very Small	20	R 4 mil	R 600 000
Micro	5	R 200 000	R 100 000
WHOLESALE TRADE, COMMERCIAL AGENTS AND ALLIED SERVICES			
Medium	200	R 64 mil	R 10 mil
Small	50	R 32 mil	R 5 mil
Very Small	20	R 6 mil	R 600 000
Micro	5	R 200 000	R 100 000
CATERING, ACCOMMODATION AND OTHER TRADE			
Medium	200	R 13 mil	R 3 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
TRANSPORT, STORAGE & COMMUNICATIONS			
Medium	200	R 26 mil	R 6 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 600 000
Micro	5	R 200 000	R 100 000
FINANCE & BUSINESS SERVICES			
Medium	200	R 26 mil	R 5 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 500 000
Micro	5	R 200 000	R 100 000
COMMUNITY, SOCIAL AND PERSONAL SERVICES			
Medium	200	R 13 mil	R 6 mil

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Small	50	R 6 mil	R 3 mil
Very Small	20	R 1mil	R 600 000
Micro	5	R 200 000	R 100 000

FORM RD.C.5 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

1. The tenderer is required by law to prepare annual financial statements for auditing their audited annual financial statements:

- i) for the past three years; or
ii) Since the establishment if established during the past three years.

Indicate whether these have been included in the tender:

YES	NO
-----	----

2. Does the tenderer have any undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES	NO
-----	----

If so, state particulars _____

3. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES	NO
-----	----

If so, state particulars _____

4. Has there been any material non-compliance or dispute concerning the execution of such contract?

YES	NO
-----	----

If so, state particulars _____

5. Is any portion of the goods or services expected to be sourced from outside the Republic?

YES	NO
-----	----

If, so state what portion and whether any portion of payment from the municipality is expected to be transferred outside of the Republic.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Contract: ROC 01 2021/22: **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
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Full name (in BLOCK letters):	
Signature:	
Date:	

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Part T2: Tender Procedures

FORM RD.C.6 CERTIFICATE OF AUTHORITY OF SIGNATORY

RESOLUTION of the a meeting of the *Board of Directors/Members/Partners of

(Legally correct full name and registration number, if applicable, of the enterprise)

Held at: _____ (place)

On: _____ (date)

RESOLVED that:

1. The enterprise submits a tender to the Tshwane Metro Municipality in respect of the following project:

Tender Number:	ROC 01 – 2021/22
Tender Description:	TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD

2. *Mr/Ms:

in *his/her capacity as

and who will sign as follow:

Proof signature	Proof signature
-----------------	-----------------

be, and is hereby authorized to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the enterprise mentioned above

NAME	CAPACITY	SIGNATURE

Note:

- *Delete which is not applicable.
- IMPORTANT: This resolution must be signed by all the directors/members/ partners of the tendering enterprise.

Enterprise stamp

Contract: ROC 01 2021/22: **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
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3.	Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.	
----	--------------------------------------------------------------------------------------------------------------------------------------------------------	--

Contract: ROC 01 2021/22: **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
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Part T2: Tender Procedures

FORM RD.C.7 CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA

*Joint venture/consortium name: _____

We, the undersigned, are submitting this tender in a *joint venture/consortium and hereby authorize *Mr/Ms

_____ authorized signatory of the enterprise

_____ acting in the capacity of lead partner

to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the *joint venture/consortium mentioned above.

Registered name of enterprise	Registration number	% of contract value	Address	Duly authorized signatory	Mark with (x) for lead partner

Contract: ROC 01 2021/22: **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION
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Part T2: Tender Procedures

Note:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by all the parties of the joint venture/consortium and every duly authorized signatory for each party to the joint venture/consortium must complete a Form RD.C.15.
3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

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Part T2: Tender Procedures

FORM RD.C.9 STAFF FOR LABOUR INTENSIVE CONSTRUCTION WORKS

The tenderer shall, submit the names of all management, design and supervisory staff that will be employed to design and supervise the labour intensive portion of the works together with satisfactory documentary evidence that such staff members satisfy the eligibility requirements.

CATEGORY OF EMPLOYEE	NAME OF EMPLOYEE	NQF LEVEL	LABOUR INTENSIVE SKILLS PROGRAM UNIT STANDARD TITLES	DATE COMPLETED	YEARS EXPERIENCE
Designer					

NQF 7 Unit Standard Required: Develop and Promote Labour Intensive Construction Strategies

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Part T2: Tender Procedures

Administrator/ Site supervisor					
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NQF 5 Unit Standard Required: Manage Labour Intensive Construction Projects

(Attach documentary proof to this page)

FORM RD.C.10 PROOF OF PROFESSIONAL INDEMNITY INSURANCE

The tenderer must provide proof of Professional Indemnity Insurance for at least R10-million per claim and the number of claims unlimited (refer to clause C1.2.2 Data Provided by the Employer).

1. Attach original or certified copy of Professional Indemnity Insurance to this page.
2. In the case of a joint venture / consortium parties must each attach original or certified copy of their Professional Indemnity Insurance.

TERMS OF REFERENCE FOR QUALITY EVALUATION

The quality evaluation for this tender will be based on the following project.

1. **ROC 01 – 2021/22 : TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

2. PROJECT SCOPE

The tender is for a three-year period from the date of award by the CoT as reflected on the appointment letter/s of successful bidder/s. The successful bidder/s and their resources will be committed on an as and when basis to all City of Tshwane latest regions as per allocation. The relevant department will do the allocation of regions to successful bidder/s after the contract has been awarded. The services required will mostly consist of removal and clearing of sewer blockages/overflows, repairs of collapsed and/or broken sewer pipes, operation of sewer pump stations, and any preventative maintenance work on the sanitation infrastructures within the seven (7) regions.

Any of the appointed service provider must provide the necessary resources to carry out the repairs and maintenance on the CoT's sanitation infrastructure on an as and when required basis. Consequently, the service provider will be required to be available to carry out repairs and maintenance activities on a 24/7 basis (i.e., 24 hours a day and 7 days a week).

3. MANDATORY REQUIREMENTS

- Certificate confirming that the bidder has CIDB grading of 6CE or higher
- The Occupational Health and Safety representative to be appointed for the project must have Occupational Health and Safety Certificate accredited by the SACPCNP board.
- Compensation for Occupational Injuries and Diseases Act (COIDA) letter of good standing
- Proof of Qualifications for team leaders (Artisan plumber) (Driver's licence with PDP and Plumbing Certificates (Red seal must be provided).
- Certified copies of accreditation certificates of the TLB machines, Hydraulic Excavator, Crane Mounted truck, vacuum jetting truck from an accredited testing facility (SABS/IEC) of the goods, from the manufacturer.

Failure to submit the above documents will lead to disqualification. The bidder will not be evaluated further

4. COMPULSORY BRIEFING SESSION

A compulsory briefing session will be required.

Failure to attend the session will lead to disqualification.

5. SCORING FORMULA FOR PRICING AND BBBEE

The preferential points to be used will be the 90/10 points system.

- 90 points for price
- 10 points for B-BBEE status (service provider to submit the certified copy of the B-BBEE level rating certificate).

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Part T2: Tender Procedures

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

Contract: ROC 01 2021/22: **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3) YEAR PERIOD**

Part T2: Tender Procedures

RD.D.1: SCHEDULE OF TENDERER'S PREVIOUS SIMILAR EXPERIENCE

(The previous experience must be relevant to the technical specification.)

EMPLOYER, CONTACT PERSON AND TELEPHONE NUMBER	DESCRIPTION OF CONTRACT	DATE STARTED	DATE COMPLETED	TOTAL CONTRACT AMOUNT
1 _____ (company or Client) _____ (contact person) _____ (telephone)				
2 _____ (company or Client) _____ (contact person) _____ (telephone)				
3 _____ (company or Client) _____ (contact person) _____ (telephone)				

Contract: ROC 01 2021/22: **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE**
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Part T2: Tender Procedures

4 _____ (company or Client) _____ (contact person) _____ (telephone)				
5 _____ (company or Client) _____ (contact person) _____ (telephone)				
6 _____ (company or Client) _____ (contact person) _____ (telephone)				
7 _____ (company or Client) _____ (contact person)				

Part T2: Tender Procedures

(telephone)				
--------------	--	--	--	--

RD.D.2 SCHEDULE OF PLANT, EQUIPMENT, MACHINERY AND PERSONELL SCHEDULE OF PLANT, EQUIPMENT, MACHINERY AND PERSONELL

The following are lists of major items of relevant resources that may be required from time to time during the execution of this contract. The tenderer must fill in the details in Schedule B. The tender further declares that all equipment/resources as furnished will be made available for this contract. The tenderer must demonstrate a tentative agreement/ quotation/similar which may be subject to this contract being awarded for items that will be hired. The CoT shall reserve a right to inspect the premises of the contractor to verify the furnished information.

Schedule A: CoT's specific minimum requirements

Schedule B: Tenderer's offer and guarantees. Must be filled in by tenderer/contractor

Failure to complete this form in full will result in the tenderer being disqualified.

Failure to meet the minimum requirements shall disqualify the tender.

Item	Description	Document proof to be submitted with the tender	Schedule A (CoT minimum requirements)	Schedule B (Tenderer's offer and guarantees)			
				Owned by Contract or	To be leased by the Contractor	Financial Undertaking	Total
1	Certified Artisan (Plumbers) to execute maintenance of sanitation infrastructure.	CV proving 3 years working experience as a plumber on sewage networks and Certified copies of trade certificate (Plumbing)	5	Yes / No			
2	TLB 55 kw or more; wet + operator	Certified Copies of vehicle registration and or agreement to lease	1	Yes / No			
3	5 ton Hydraulic crane mounted truck with operator	Certified Copies of vehicle registration and or agreement to lease	1	Yes / No			
4	25ton Hydraulic Excavator	Certified Copies of vehicle registration and or agreement to lease	1	Yes / No			

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Part T2: Tender Procedures

Item	Description	Document proof to be submitted with the tender	Schedule A (CoT minimum requirements)	Schedule B (Tenderer's offer and guarantees)			
				Owned by Contract or	To be leased by the Contractor	Financial Undertaking	Total
5	Jet Machine Truck or Trailer Mount (Discharge 120litres per minute at 120 bar pressure)	Certified Copies of vehicle registration and or agreement to lease	1	Yes / No			
6	Bush cutter 40cc or more	Certified Copies of vehicle registration and or agreement to lease	1	Yes / No			
7	Minimum 150mm Discharge Sewage Pump and Motor, including Suction and Discharge Pipes; Wet	Certified Copies of vehicle registration and or agreement to lease	1	Yes / No			
8	Safety Officer with CV	CV and Certification accredited by SACPCNP	1	Yes / No			
9	Pumpstation operator with CV	CV indicating minimum 1 year operating pump stations	2	Yes / No			
10.	Push Rod CCTV Camera	Certified Copies of ownership and or agreement to lease	1	Yes / No			

NB: Where the tenderer does not meet the minimum requirements RD.D.2, the tenderer will disqualified.

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Part T2: Tender Procedures

FORM RD.D.4 KEY PERSONNEL

The tenderer shall list in the table below the key personnel to be engaged for this project.

Note: Form RD.D.5 must be complete for each person listed b

	PROPOSED POSITION	NAME	YEARS OF EXPERIENCE
1	Artisan (Plumber)		
2	Occupational Health and Safety Officer		
3	Pumpstation operator		

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Part T2: Tender Procedures

FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.D.4

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____ (Signature of person named in schedule)	_____ Date:

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

ROC 01 2021/22 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE
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Date: _____

FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.D.4

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____ (Signature of person named in schedule)	_____ Date:

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

ROC 01 2021/22 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE
WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3)
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Signature: _____

Date: _____

ROC 01 2021/22 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE
WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3)
YEAR PERIOD**

Part T2: Tender Procedures

FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.D.4

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

ROC 01 2021/22 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE
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Date:

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FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.D.4

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
(Signature of person named in schedule)	Date:

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

ROC 01 2021/22 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE
WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3)
YEAR PERIOD**

Part T2: Tender Procedures

Date:

ROC 01 2021/22 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE
WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3)
YEAR PERIOD**

Part T2: Tender Procedures

FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.D.4

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____ (Signature of person named in schedule)	_____ Date:

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

ROC 01 2021/22 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE
WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3)
YEAR PERIOD**

Part T2: Tender Procedures

Date: _____

FORM RD.E.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	DATE	REFERENCE	TITLE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

ROC 01 2021/22 **TENDER FOR REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE
WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN BASIS FOR A THREE (3)
YEAR PERIOD**

Part T2: Tender Procedures

Signature: _____
Date: _____

Portion 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

ROC 01-2021/22 TENDER FOR THE REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN REQUIRED BASIS FOR A THREE (3) YEAR PERIOD

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

BILL OF QUANTITIES (The quantities given are only to provide a method to evaluate the bids and are not a reflection of the actual expected quantities as the tender is a **RATE ONLY TENDER** and bidder will be appointed on rates)

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR THE 3 YEARS

R.....(in figures).....

.....

.....(in words)

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____
2. _____

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the, conditions of contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data
Part C3 Scope of Work
Part C4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____
2. _____

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the conditions of tender;
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

4.1 Subject: _____

Details: _____

4.2 Subject: _____

Details: _____

4.3 Subject: _____

Details: _____

4.4 Subject: _____

Details: _____

4.5 Subject: _____

Details: _____

By the duly authorised representatives signing this agreement, the employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

C1.2 CONTRACT DATA

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C.1.2.1 GENERAL CONDITIONS OF CONTRACT

The general conditions of contract applicable to this contract shall be the **General Conditions of Contract for Construction Works, Third Edition (2015)** of the South African Institution of Civil Engineering (SAICE), read together with the Variations and Additions to the Conditions of Contract as well as the Data provided by employer.

Tenderers, contractors and subcontractors shall obtain their own copies of the document **General Conditions of Contract for Construction Works, Third Edition (2015)** for tendering purposes and for use for the duration of the contract from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 and shall bear all expenses in this regard.

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

The following variations and additions to the **General Conditions of Contract for Construction Works, Third Edition (2015)**, shall apply to this contract:

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
1.1	<p>Add the following definitions:</p> <p>1.1.1.35 <i>“Work Package” is work to be carried out under this contract.</i></p> <p>1.1.1.36 <i>“Package Order” is an instruction to carry out a Work Package.</i></p>
1.2.1	<p>Add the following to the clause:</p> <p>1.2.1.3 <i>Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</i></p>
1.2.3	<p>Add the following to the clause:</p> <p>1.2.3.1 <i>The Employer has authorised the Executive Director: Regional Operations and Coordination to act on his behalf in respect of this Contract, save for such duties or functions:</i></p> <p>1.2.3.1.1 <i>which other holders of office ex officio execute on behalf of the Employer; or</i> 1.2.3.1.2 <i>for which the Executive Director: Regional Operations and Coordination has no authority and the Employer’s approval is required before execution thereof.</i></p>
4.3	<p>Add the following new sub-clause:</p> <p>4.3.3 <i>Wages and conditions of work:</i></p> <p>i. <i>For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectoral Determination: Civil Engineering Sector published from time to time.</i></p> <p>ii. <i>Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</i></p> <p>Add the following new sub-clause:</p> <p>4.3.4 <i>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the City of Tshwane Metropolitan Municipality included in section C1.5.</i></p> <p>Add the following new sub-clause:</p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>4.3.5 <i>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</i></p> <p>Add the following new sub-clause:</p> <p>4.3.6 <i>Contractor's Designer</i></p> <p><i>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract</i></p>
6.1	<p>Add the following new sub-clause:</p> <p>6.1.2 <i>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relive the Contractor in any way of his obligations either in contract or in delict.</i></p> <p>Add the following new sub-clause</p> <p>6.1.3 <i>The Contractor shall be paid at Pretoria in the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the CITY OF TSHWANE, unless otherwise stated in the Data provided by Employer.</i></p>
8.6	<p>Replace clause 8.6 with the following:</p> <p>8.6 Insurances</p> <p>8.6.1 <i>Without limiting the Contractor's/Sub-contractor's obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):</i></p> <p>8.6.2 <i>The Employer's insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials were applicable as stated in the Contract Data:</i></p> <p>a. <i>Whilst in transit including loading and unloading whilst temporarily stored at any premises en route to or from the Contract Site within the Territorial Limits;</i></p> <p>b. <i>From the time of unloading, dismantling or preparation at the Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a notice of completion certificate or similar evidence of legal transfer of risk;</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>c. <i>During the contractual defects liability or Maintenance Period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub-Contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract;</i></p> <p>d. <i>Removal of debris;</i></p> <p>e. <i>Surrounding property</i></p> <p>f. <i>Work away;</i></p> <p>g. <i>Off site storage</i></p> <p>h. <i>Temporary repairs;</i></p> <p>i. <i>Contribution clause – marine;</i></p> <p>j. <i>Escalation during Contract Period;</i></p> <p>k. <i>Post loss escalation;</i></p> <p>l. <i>Automatic reinstatement;</i></p> <p>m. <i>Principals maintenance;</i></p> <p>n. <i>Property taken over;</i></p> <p>o. <i>Beneficial occupation;</i></p> <p>p. <i>Escalation due to currency fluctuation;</i></p> <p>q. <i>Manufacturers guarantees</i></p>
8.6.3	<p><i>The Employer's insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:</i></p> <p>a. <i>Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor);</i></p> <p>b. <i>Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million in respect of contracts with a contract value of up to R50-million (excluding VAT).</i></p>
8.7	<p><i>Insurance premium payable</i></p> <p><i>The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved budget per financial year and the insurance premium will be charged out to the relevant departments by the Section: Insurance and Risk Management.</i></p>
8.8	<p><i>Additional insurance by the Employer</i></p> <p><i>The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 8.6.1.1 of this Clause.</i></p>
8.9	<p><i>Additional insurance by the Contractor / Subcontractor</i></p> <p><i>The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Subcontractor deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer's insurer. The cost of the additional insurance will be for the account of the Contractor/Subcontractor.</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>8.10 Contractor satisfied with insurance</p> <p><i>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover affected by the Employer.</i></p> <p>8.11 Contractor to observe conditions</p> <p><i>The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.</i></p> <p>8.12 Contractor to insure</p> <p><i>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</i></p> <ul style="list-style-type: none"> <i>a. All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>b. Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.</i> <i>c. SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>d. In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.</i> <i>e. Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</i> <ul style="list-style-type: none"> <i>- Compensation for Occupational Injuries and disease, 1993</i> <i>- Unemployment Insurance Act, 1996</i> <i>- The Contractor shall in respect of the Site of the contract works appoint in writing a Section 16 appointee to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.</i> <p>8.13 The Employer's Agent involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.</p> <p>8.14 Reporting of incidents</p> <p><i>In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor / Subcontractors and Project Manager will adhere to the following procedures:</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>a. <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.</i></p> <p>b. <i>The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer's Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Director motivating the reason(s) for the late reporting of the incident, but the Project Manager must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.</i></p> <p>c. <i>The following documentation must be included with the claim documentation:</i></p> <ul style="list-style-type: none"> - <i>Photos of damages caused or suffered as proof or substantiation of the claims.</i> <p>d. <i>In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer's insurer for salvage.</i></p> <p>e. <i>The Section: Insurance and Risk Management will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i></p>
	<p>8.15 Reporting of catastrophic incidents</p> <p><i>In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the Contractor and the Employer's Agent will adhere to the following procedures:</i></p> <p>a. <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</i></p> <p>b. <i>The Employer's Agent must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Project Manager of the incident.</i></p> <p>c. <i>The Section: Insurance and Risk Management will notify the Employer's insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i></p> <p>d. <i>The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</i></p>
8.16	<p>Reporting of crime related incidents</p> <p><i>All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.</i></p>
8.17	<p>Claim documentation</p> <p><i>The Employer's Agent must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form, included in this report as Annexure B that is available on the Intranet. The project number must be stated on the Contractor Claim Form.</i></p> <p><i>The Employer's Agent must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage.</i></p> <p><i>Any misrepresentation, misdescription or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.</i></p>
8.18	<p>Authorization of claim forms</p> <p><i>It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Strategic Executive Director must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.</i></p>
8.19	<p>Contractor to pay deductibles</p> <p><i>Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer's insurer in terms of the Policy.</i></p>
8.20	<p>Settlement of claims</p> <p><i>All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>Employer's insurer who will take the necessary actions for the settlement of any such claims.</i></p> <p><i>The Contractor <u>shall negotiate</u> for the settlement of claims with the Employer or the Employer's insurer through the Section: Insurance and Risk Management. The Employer's Chief Financial Officer will authorize all settlements of claims.</i></p> <p><i>Should action for the settlement of any such claim to the satisfaction of the Employer's Agent not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer's insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer's insurer without first consulting the Contractor/sub-contractor.</i></p> <p><i>The foregoing provisions of this Sub-Clause shall apply mutatis mutandis to any such claim received by the Contractor directly.</i></p>

C1.2.3 DATA PROVIDED BY THE EMPLOYER

CLAUSE/OPTION		DATA																					
1.1.1.13	The Defects Liability period is:	<u>Tender is a maintenance tender which is task based, therefore retention not mandatory</u>																					
1.1.1.14	The time for achieving Practical Completion is:	The time allocated by the Employer’s Agent																					
1.1.1.15	The name of the Employer is:	City of Tshwane Metropolitan Municipality.																					
1.1.1.26	The Pricing Strategy is:	Re-measurement Contract																					
1.2.1.2	The address of the Employer is:	Physical Address:	Isivuno House 143 Lilian Ngoyi Street, Pretoria																				
		Postal Address:	P.O. Box 1409 PRETORIA 0001																				
		E-Mail Address:	Calip@tshwane.gov.za																				
1.1.1.16	The name of the Employer’s Agent is:	Mrs Hellen Mapaila																					
1.2.1.2	The address of the Employer’s Agent is:	Physical Address:	2024 UNIT 2 KUDUBE HAMMANSKRAAL 0407																				
		Postal Address:	P.O. Box 1409 PRETORIA 0001																				
		E-Mail Address:	HellenTa@tshwane.gov.za																				
3.1.3		<ul style="list-style-type: none">The Employer’s Agent is required to obtain approval of the Employer:<ul style="list-style-type: none">for expenditure on the Contract to exceed the Contract Price;prior to the execution of any of the following duties of functions: <table><tr><th>CLAUSE</th><th>DUTY/FUNCTION</th></tr><tr><td>3.2.4</td><td>Authorization to Employer’s Agent Representative or any other person</td></tr><tr><td>3.3.1</td><td>Nomination of person as Employer’s Agent Representative</td></tr><tr><td>4.10.1</td><td>Approval to use the Site for any other purpose such as housing</td></tr><tr><td>5.3.1</td><td>Delivery of the written notice to commence the execution of the works</td></tr><tr><td>5.6.3</td><td>Approval of programme of construction</td></tr><tr><td>5.7.2</td><td>Permission to carry out work by day and by night</td></tr><tr><td>5.8.1.1</td><td>Approval to work on special non-working days and between sunset and sunrise</td></tr><tr><td>5.9.7</td><td>Approval of Contractor’s designs</td></tr><tr><td>5.11</td><td>Suspension of progress of the Works</td></tr></table>		CLAUSE	DUTY/FUNCTION	3.2.4	Authorization to Employer’s Agent Representative or any other person	3.3.1	Nomination of person as Employer’s Agent Representative	4.10.1	Approval to use the Site for any other purpose such as housing	5.3.1	Delivery of the written notice to commence the execution of the works	5.6.3	Approval of programme of construction	5.7.2	Permission to carry out work by day and by night	5.8.1.1	Approval to work on special non-working days and between sunset and sunrise	5.9.7	Approval of Contractor’s designs	5.11	Suspension of progress of the Works
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		<table><tr><td>5.13.2</td><td>Reduction of penalty for delay</td></tr><tr><td>5.14.2</td><td>The issue of a Certificate of Practical Completion</td></tr><tr><td>5.14.4</td><td>The issue of a Certificate of Completion</td></tr><tr><td>5.16.1</td><td>The issue of a Final Approval Certificate</td></tr><tr><td>6.3.1</td><td>Variation Orders in respect of variations which are not small</td></tr><tr><td>6.6</td><td>Instruction to expend on Provisional and Prime Cost Sums</td></tr><tr><td>6.11</td><td>Adjustment of Preliminary and General allowances</td></tr><tr><td>7.8.1</td><td>Order to execute work of repair, etc, during the Defects Liability Period</td></tr><tr><td>7.8.2</td><td>Determination of value of repair work</td></tr><tr><td>8.2.2.2</td><td>Order to repair and make good damage arising from any excepted risk</td></tr></table>	5.13.2	Reduction of penalty for delay	5.14.2	The issue of a Certificate of Practical Completion	5.14.4	The issue of a Certificate of Completion	5.16.1	The issue of a Final Approval Certificate	6.3.1	Variation Orders in respect of variations which are not small	6.6	Instruction to expend on Provisional and Prime Cost Sums	6.11	Adjustment of Preliminary and General allowances	7.8.1	Order to execute work of repair, etc, during the Defects Liability Period	7.8.2	Determination of value of repair work	8.2.2.2	Order to repair and make good damage arising from any excepted risk
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8.2.2.2	Order to repair and make good damage arising from any excepted risk																					
5.3.1	The documentation required before commencement with Works execution are:	<ul style="list-style-type: none">• Health and Safety Plan (Refer to Clause 4.3)• Initial programme (Refer to Clause 5.6)• Security (Refer to Clause 6.2)• Proof that all contributions required in terms of the provisions of the Workman’s Compensation Act (Act no 30 of 1941) as amended in 1993, 2002 have been paid (Refer to Cause 4.3.2)• A certified copy of Unemployment Insurance Certificate, Act of 1996 (Refer to Clause 4.3.2)																				
5.3.2	The time to submit the documentation required from the Commencement Date is:	28 days																				
5.8.1	The non-working days are:	Sundays																				
	The special non-working days are:	<ul style="list-style-type: none">• Annual builders holiday• Statutory public holidays																				
5.13.1	The penalty for failing to complete the works is:	Refer to C3.6 under Scope of Works																				
5.16.3	The latent defect period is:	1 (one) Year																				
6.2.1	Type of security for due performance:	<ul style="list-style-type: none">• Guarantee from approved financial institution or cash deposit.• The Form of Guarantee is to contain the wording of the pro forma document included as C1.3 or C1.4 contained herein.																				
	Liability of performance guarantee/cash deposit	The liability of the guarantee shall be for R100 000.00.																				
6.2.2	Retention money guarantee	Not permitted																				
6.8.2	Adjustment in rates and/or prices	<ul style="list-style-type: none">• The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:• “L” is the “Labour Index” and shall be Gauteng under CPI as published by Statistics South Africa.• “P” is the “Plant Index” and shall be Plant and equipment under Mining and construction plant and equipment price index as published by Statistics South Africa.																				

		<p>"M" is the "Material Index" and shall be the Production Price Steel Index for medium sections from Table E-A as published by SEIFSA.</p> <p>"F" is the "Fuel Index" and shall be Diesel under PPI as published by Statistics South Africa.</p> <table border="1"> <thead> <tr> <th>Coefficient</th><th>Description</th><th>Value</th></tr> </thead> <tbody> <tr> <td><i>x</i></td><td>Portion not subject to adjustment</td><td>0.10</td></tr> <tr> <td><i>a</i></td><td>Labour</td><td>0.20</td></tr> <tr> <td><i>b</i></td><td>Civil Engineering Plant</td><td>0.10</td></tr> <tr> <td><i>c</i></td><td>Material</td><td>0.60</td></tr> <tr> <td><i>d</i></td><td>Fuel</td><td>0.10</td></tr> </tbody> </table> <p>(Coefficients a, b, c and d must sum to one)</p> <ul style="list-style-type: none"> The urban area nearest the Site is Tshwane. The base month for year one is the month prior to the closing of the procurement process required for a financial offer. 	Coefficient	Description	Value	<i>x</i>	Portion not subject to adjustment	0.10	<i>a</i>	Labour	0.20	<i>b</i>	Civil Engineering Plant	0.10	<i>c</i>	Material	0.60	<i>d</i>	Fuel	0.10
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<i>c</i>	Material	0.60																		
<i>d</i>	Fuel	0.10																		
6.8.3	Price adjustment for variations in the cost of special materials	Not allowed																		
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is:	0% (Zero percent)																		
6.10.3	Percentage retention is:	N/A																		
	The limit of retention money is:	N/A																		
8.6	Insurance of the Works and Public Liability Insurance	<p>The Employer shall arrange this insurance.</p> <p>A copy of the policy and the list of excesses may be obtained from</p> <p>Contractors All Risk and Liability Insurance Ms. Morongwa Mokoena (Tel: 012 358 1126) (morongwam@tshwane.gov.za) Mrs Ronett Marlow-Reid (Tel: 012 358 1131) (ronetm@tshwane.gov.za) Mr Lawrence Matjila (Tel: 012 358 1374) (lawrencem@tshwane.gov.za)</p>																		
	The value of plant and materials supplied by the Employer to be included in the insurance sum is:	R 0 (zero)																		
	Responsibility for payment of deductibles in respect of Insurance of Works as well as Public Liability Insurance:	Deductibles are the responsibility of the Contractor																		
	Construction Plant:	Contractor to insure. Policy to be approved by Employer																		
10.5	Determination of disputes	Ad-hoc Adjudication Board																		
10.5.3	Number of Adjudication Board members to be appointed:	One																		

10.6	Disagreement with Adjudication Board's decision, refer matters to:	Court proceedings
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C1.2.4 DATA PROVIDED BY THE CONTRACTOR

CLAUSE/OPTION		DATA		
1.1.1.9	The name of the Contractor is:			
1.2.1.2	The address of the Contract is:	• Physical Address:		
		• Postal Address:		
		• Facsimile:		
		• E-Mail Address:		
6.2.1	The security to be provided by the Contractor shall be	Performance guarantee R100 000.00		
6.8.3	Price adjustments for variations in the cost of special materials	The variation in cost of special materials is:		
		Type of material	Unit	Base Rate or Price

C1.3 FORM OF GUARANTEE

WHEREAS

The City of Tshwane Metropolitan Municipality
(hereinafter referred to as the "Council"),

enters into a Contract (No ROC 01-2021/22) with

(hereinafter referred to as the "Contractor")

for _____

AND WHEREAS in terms of the General Conditions of the Contract the Contractor is required to furnish an acceptable independent guarantee for the due and proper fulfilment by him of all his duties and obligations in terms of the said contract.

NOW THEREFORE we the undersigned _____

_____ (full names of authorized agent(s))

and acting in my/our capacity as _____

and _____

and as such duly authorized thereto, do hereby bind the said _____

(hereinafter referred to as the "Guarantor") as surety and co-principal Debtor *in solidum* for the sum of

R _____ (_____)

for the due and proper fulfilment by the Contractor of all or any of his duties and obligations in terms of the said Contract. The guarantee shall not be interpreted as accessory to the contract between Council and the Contractor.

The Guarantor further undertakes, in the event of the Contractor failing duly and properly to fulfil any of his duties and obligations in terms of the said Contract, or if the Contractor is placed under provisional liquidation or in the event of termination of the Contract by the Council in terms of the General Conditions of Contract, to pay to the Council the said sum of

R _____ (_____)

or such portion thereof as may be required by the Council, immediately upon receiving written demand from the Council which written demand shall be addressed to the Guarantor at (*domicilium* address)

The Guarantor further hereby renounces the benefits of the legal exceptions:

Exceptio non numerate pecuniae

Exception non causa debiti

Beneficium de duobus vel pluribus reis debendi

Beneficium ordinis deu excussionis

Beneficium divisionis

and all other defence which could be pleaded against the validity of this guarantee, with the meaning and effect of which it declares itself to be fully acquainted.

This undertaking shall remain in full force and effect up to and including the date of issue of the Certificate of Completion, as provided for in the General Conditions of Contract, unless the Guarantor is advised in writing by the Council of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated. Notwithstanding the aforesaid, the Council may at its' sole discretion elect to have the amount provided for under this guarantee, paid out directly to it in the case of breach of contract by the Contractor by giving the Guarantor written notice to that effect, notwithstanding the fact that the Council may decide not to institute any further legal action against the Contractor.

This document is not negotiable or transferable.

FOR AND ON BEHALF OF THE BANKER/INSURER:

BANKER/INSURER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

ANNEXURE

List of institutions from which contract /deposit guarantees can be accepted

1. ABSA Bank
2. Credit Agricole Indosuez (South Africa Branch)
3. Development Bank of South Africa
4. FirstRand Bank
5. ING Bank N.V. (South Africa Branch)
6. Investec Bank
7. Landbank
8. National Housing Finance Co.
9. Nedcor Bank
10. South African Reserve Bank
11. Standard Bank
12. AIG South Africa
13. Credit Guarantee Insurance Co
14. Emerald Insurance Company
15. Federated Employers Mutual Assurance Co
16. Global Insurance Company
17. Guardrisk Insurance Company
18. Hannover Re:
19. Home Loan Guarantee Company
20. Lion of Africa Insurance Company
21. Metropolitan Life
22. Metropolitan Odyssey Ltd
23. MUA Insurance
24. Mutual & Federal Insurance Company
25. Rand Mutual Assurance Company
26. Regent Insurance Company
27. SA Eagle Insurance Company
28. Lombard Insurance.

C1.4 GUARANTEE (CASH DEPOSIT)

Contract:

Description of Contract:

Employer:

CITY OF TSHWANE METROPOLITAN MUNICIPALITY

Contractor:

I/We, the undersigned, deposit herewith ¹cash / a bank certified cheque, in the amount of

as surety for the due performance of the Contract by the abovementioned Contractor, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of non-performance of the Contract by the Contractor.

The amount thus deposited shall at the sole discretion of the above Employer be utilised and appropriated in the manner it deems fit which shall include but not be limited to the set off of claims upon occurrence of any one or more of the following events:

- (a) the Contractor being placed under provisional liquidation or committing any one or more of the acts of insolvency as provided for in the Insolvency Act, 1936 (Act 24 of 1936);
- (b) failure to comply with the conditions of the contract by the contractor; or
- (c) if the contract is terminated.

A letter received from the Employer stating that any one or more of the aforementioned has occurred shall be sufficient notice to effect appropriation of such deposit. A certificate under the hand of the Engineer as defined under the contract described above reflecting the amount of damages shall for all purposes be deemed to be sufficient to proof to do a set off of claims

The deposit shall, subject to the above, be returned to the Contractor on the issue of the Completion Certificate in terms of the Contract, unless the Employer has utilised and / or appropriated the monies as provided for above.

¹ Delete which is not applicable

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

DRAFT

C1.5 HEALTH AND SAFETY AGREEMENT

Article of Agreement in terms of Section 37(2) of the Occupational Safety Act, 1993 between

CITY OF TSHWANE

(Hereinafter referred to as the "EMPLOYER")

AND

Herein represented by _____ in his/her capacity as _____ duly authorised by
virtue of a resolution dated _____, attached hereto Annexure A, of the said
_____ (herein after referred to as the "CONTRACTOR")

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in respect of

**ROC 01-2021/22 TENDER FOR THE REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE
CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN REQUIRED BASIS FOR A THREE (3) YEAR PERIOD**

AND WHEREAS section 37 of the Occupational Health and Safety act, 1993 (Act 85 of 1993, hereinafter referred to
as the "ACT"), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.
- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

- (e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

_____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

_____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

C1.6 ADJUDICATOR'S AGREEMENT

This agreement is made on the _____ day of _____ between:

_____ (name of company / organisation)

of _____

_____ (address) and

_____ (name of company / organisation)

of _____

_____ (address) (the

Parties) and

_____ (name of Adjudicator)

of _____

_____ (address) (the

Adjudicator).

Disputes or differences may arise/have arisen¹ between the Parties under a Contract dated _____ and known as _____

and these disputes or differences shall be/have been² referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

¹ Delete as necessary

² Delete as necessary

SIGNED by:

Name:

who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of

SIGNED by:

Name:

who warrants that he / she is duly authorised to sign for and on behalf of the second Party in the presence of

SIGNED by:

Name:

the Adjudicator in the presence of

Witness

Name:

Address:

Date:

Witness:

Name

Address:

Date:

Witness:

Name:

Address:

Date:

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R _____ in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R _____. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not ¹ currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

¹ Delete as necessary



REGIONAL OPERATIONS AND COORDINATION

BID NAME

TENDER FOR THE REPAIRS AND MAINTENANCE OF SANITATION INFRASTRUCTURE WITHIN THE CITY OF TSHWANE BOUNDARIES ON AN AS AND WHEN REQUIRED BASIS FOR A THREE (3) YEAR PERIOD

BID NUMBER

(ROC 01 - 2021/22)



1. INTRODUCTION AND PURPOSE

The City of Tshwane (CoT) is responsible for the repairs and maintenance of the sanitation infrastructure within the seven (7) regions. This sanitation infrastructure is made up of reticulation network pipes, manholes, outfall collectors, and pump stations to transport sewage on gravity pipelines. The repairs and maintenance of the sanitation infrastructure are currently executed through a hybrid system utilising limited CoT internal resources and as-and-when required service provider.

The purpose of this tender is to appoint various service providers on an as-and-when required basis to augment CoT's limited internal resources in the execution of repairs and maintenance of the sanitation infrastructure within the set norms and standards.

2. BACKGROUND

The need for this project was identified in 2002, when the CoT was experiencing difficulties in delivering efficient sanitation services due to the shortage of human capital, skills, vehicles, and necessary equipment. The CoT internal resources were further compounded by the incorporation of previous Municipalities and Water Boards such as Sandspruit Works Association, Magalies Water, Kungwini Local Municipality, Nokeng tsa Taemane Local Municipality, and Metsweding District Municipality into the City of Tshwane. The ROC has to date not been able to fully capacitate the Water and Sanitation Sections in relation to sanitation services to be able to render these services unaided hence the need for as and when required service providers.

It is the intention of the CoT to award this tender to minimum three (3) different bidders on an as and when required basis to augment CoT's limited internal resources (i.e., human, skills, and equipment) in the execution of repairs and maintenance of the sanitation infrastructure within the set norms and standards.

The CoT will benefit from the award and successful implementation of this contract to achieve service delivery obligations and to protect the environment against prolonged sewer spillages which may cause harm to the environment.

To manage the contract and account for all expenditure incurred, each appointed service provider's teams will be issued with job cards as and when their services are required. The CoT relevant representative will monitor and supervise the performance

of service provider's teams to ensure allocated work is efficiently completed and at the expected quality.

3. PROJECT SCOPE

3.1. Scope of Work

The tender is for a three-year period from the date of award by the CoT as reflected on the appointment letter/s of successful bidder/s. The successful bidder/s and their resources will be committed on an as and when basis to all City of Tshwane latest regions as per allocation. The relevant department will do the allocation of regions to successful bidder/s after the contract has been awarded. The services required will mostly consist of removal and clearing of sewer blockages/overflows, repairs of collapsed and/or broken sewer pipes, operation of sewer pump stations, and any preventative maintenance work on the sanitation infrastructures within the seven (7) regions.

Any of the appointed service provider must provide the necessary resources to carry out the repairs and maintenance on the CoT's sanitation infrastructure on an as and when required basis. Consequently, the service provider will be required to be available to carry out repairs and maintenance activities on a 24/7 basis (i.e., 24 hours a day and 7 days a week).

3.1.1. AREAS WHERE SERVICE WILL TAKE PLACE

The work to be carried out on an as and when required basis will be in the different Areas, which fall within the latest boundaries of the City of Tshwane Metropolitan Municipality.

3.2. MAIN FUNCTIONS OF THE TENDER

- Clearing of municipal sewer blockages,
- Operation and cleaning of sewer pump stations, and
- Repairs and reconstruction of all existing sewer network pipes and main outfall sewer pipeline.

The service provider will be issued a work order/job card for each task to be performed by the CoT's responsible person (i.e., either Foreman, Functional Head, Deputy

Director or Director), detailing the requested work to be carried and the site location. The work order/job card must be signed off by the service provider and verified by the relevant CoT responsible person on completion of the required work. In terms of the CoT's norms and standards, sewer related service requests/complaints must be resolved within 8 hours after being the logged/registered. Therefore, the service providers must be on the site of the repair work to be carried out within two (2) hours of being contacted by the CoT's responsible person with all personnel, material, and equipment necessary to carry out the task required.

3.2.1. CLEARING OF MUNICIPAL SEWER NETWORK BLOCKAGES

Municipal sewer pipe network

Refers to the sewer collection pipeline from the last rodding eye in a household connection to the inlet works of a Waste-Water Treatment Plant (WWTP). In the case of a private sewer blockage which refers to the sewer collection pipeline, 0.6m from property boundary, where the municipal sewer pipeline runs within the property boundary and 1.6m from the property boundary wall, where the municipal sewer pipeline runs outside the property boundary, in cases of mid-block sewer networks. The Municipality will determine the start points of other than mid-block municipal sewer lines.

A written notice of the cost liable by the affected consumer to the CoT for the clearing of private sewer blockages will be issued in relation to the "City of Tshwane Wastewater collection by-laws". The affected client will be required to acknowledge and give written consent by signing applicable document prior to the unblocking of any private sewer collection pipeline.

Municipal sewer pipe network

Refers to the sewer collection pipeline, 0.6m from property boundary, where the municipal sewer pipeline runs within the property boundary and 1.6m from the property boundary wall, where the municipal sewer pipeline runs outside the property boundary, in cases of mid-block sewer networks. The start points of other than mid-block municipal sewer lines, will be determined by the Municipality.

Foreign object

Refers to the objects which may cause an obstruction in a sewer pipeline therefore resulting in a blockage/ spillage, these objects may include but not limited to Fats, Oil, Grease, Cloths, Sand, Stones, Roots etc.

Flow

Refers to the way sewage water is flowing in the pipeline according to the design criteria.

The municipal sewer network is responsible for the collection of sewage water from households to the treatment works where harmful biological substances and debris are removed from the water and then discharged back into the environment. For this tender, the “*Clearing of Sewer Network Blockages*” will entail the removal of foreign objects which cause the obstruction of flow in the municipal network pipe resulting in blockages/ sewer spillages.

3.2.1.1. CLEARING OF SEWER BLOCKAGES

The “Clearing of sewer blockages” refers to the removal of any foreign objects which cause obstruction of flow inside a sewer pipe resulting in an undesired flow depth in the pipe and sewage spillages. The removal of the sewer blockages will be done by manually rodding through the affected pipe section using nearest entry points (i.e., manholes) to access the underground pipelines.

3.2.1.2. CLEARING OF STUBBORN MUNICIPAL SEWER BLOCKAGES

The “*Clearing of stubborn municipal sewer blockages*” refers to the removal of any foreign object which cannot be removed through manual rodding, in cases of stubborn blockages, a “*High Pressure Jetting machine or vacuum cleaners*” may be utilized to clear the blockage.

The clearing of the blockage will be deemed successful and payable when the foreign objects have been fully cleared and the pipe section flow has been restored to normal.

Foreign object

Refers to the objects which may cause an obstruction in a sewer pipeline therefore resulting in a blockage/ spillage, these objects may include but not limited to Fats, Oil,

Grease, Cloths, Sand, Stones, Roots etc.

Flow

Refers to the way sewage water is flowing in the pipeline according to the design criteria.

Inspection Eye

Access points used to access internal household sewer collection pipes.

Gully Trap

Gully trap situated between the internal plumbing systems and the outlet of the private sewer pipes which is used to trap foreign objects from accessing the sewer pipeline.

For this tender, the “*Clearing of Private Sewer Pipeline Blockages*” will entail the removal of foreign objects which cause the obstruction of flow, 0.6 m from property boundary, where the Municipal Sewer pipeline runs within the property boundary and 1.6m from the property boundary wall, where the Municipal Sewer Pipeline runs outside the property boundary, in cases of mid - block sewer networks.

The clearing of the blockage will be deemed successful and payable when the foreign objects have been fully cleared and the pipe section flow has been restored to normal and Job card certified (signed-off) by the CoT’s responsible person (i.e., either Foreman, Functional Head, Deputy Director or Director).

3.2.2. REPAIRS AND RECONSTRUCTION OF BROKEN EXISTING SEWER NETWORK PIPES AND MAIN OUTFALL SEWER PIPELINES

The repairs and reconstruction of broken sewer network pipes and main outfall sewer pipes pertains to the repair and fitting using the correct material of sewer pipeline which have collapsed or that have been damaged or even ones that are leaking. The sewer network mainly consists of clay, PVC, U-PVC, steel, and asbestos cement pipes. The task for the “Repairs of broken existing sewer network pipe and main outfall sewer pipelines” will be deemed complete and payable when the affected pipe section has been fully repaired and certified (signed-off) by the CoT’s responsible person (i.e., either Foreman, Functional Head, Deputy Director or Director).

All sewer pipes on the networks will be repaired using SABS approved materials. The

CoT Standard Operating Procedures (SOPs) and standards for repairing broken sewer pipes must always be adhered to.

3.2.3. OPERATION AND CLEANING OF SEWER PUMP STATIONS

Sewer pump stations are situated at the lowest points of the sewer network with the purpose of pushing/pumping sewage water to the nearest WWTP in areas where gravity can no longer effectively allow design flow.

To keep the pump station operational, the Pump Station Operator will be deployed on an as and when required basis to perform the following functions:

- manual operation and monitoring of the pumps
- basic routine maintenance in the pump station
- Cleaning of pump station and inlet baskets/structure where applicable.
- Cutting of grass around the pump station
- Cleaning of pump station screens where applicable
- Cleaning of sewer pump station sumps
- Clearing of blockages on pumps, removal of cloths and foreign objects.

3.3.1. CLEANING AND REHABILITATION OF POLLUTED AREA AS A RESULT OF SEWER SPILLAGES

Wastewater/Sewage water is polluted water typically from domestic households, industrial, commercial, and medical facilities. It is composed of organic matter, microorganisms and inorganic compounds which may be harmful to the environment. It is therefore a requirement to clean sewer residue and rehabilitate site after a spillage has occurred to protect the environment. To achieve this, the following process which forms part of the CoT Wastewater Collection SOPs must be undertaken after the successful removal of a sewer blockage:

- Create containment ponds to retain and contain the sewage flow.
- Where possible, decant contents of the spillage containment pond back into the sewer system through the manhole.
- Clean the spillage and rehabilitate the polluted area by applying appropriate products to remove microorganisms and odour.

- Removal of remaining rubble and other wastes which resulted from the spillage.

3.4. CHANNELING AND BENCHING

Benching in manholes refers to the path made from cement mortar to direct the wastewater in a certain direction and stop the splashing of waste, which in turn damages the manhole.

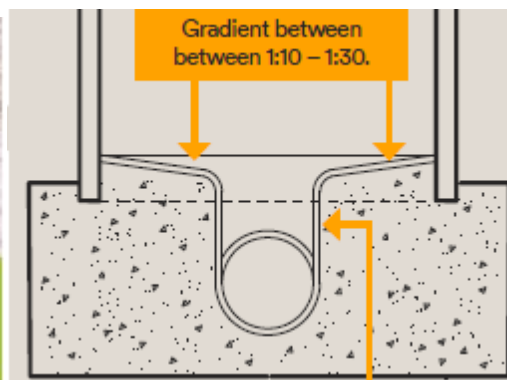
- The channels and benching in a manhole shall be constructed using cement concrete of ratio 1:2:4.
- The finish for the channel and benching shall be smoothly and neatly finished.
- The depth of channels and benching shall be as given in Table 1 below

Table 1

Sizes of drain in mm	Top of channel at the centre above bed concrete in Cm	Depth of benching at side walls above bed concrete in cm
100	15	20
150	20	30
200	25	35
250	30	40
300	35	45
350	40	50
400	45	55
450	50	60



Example of a manhole benching



Manhole benching cross section

3.5. TRENCHING

Trenching refers to the excavation of points where the repairs of a broken, burst or collapsed sewer network pipe is to be undertaken. The trenching of the affected section of the pipe may vary due to the size of the pipe, the depth of the pipe, as well as the location and condition of the ground.

3.5.1. Excavation and Backfilling of trenches (Normal Condition)

This Item refers to the excavation, backfilling and compaction of shallow trenches up to 3m deep on normal hard ground surfaces. The successful execution of this task will be done using any excavating machinery which is propelled, provided “wet” with a qualified operator.

Backfilling and compaction of trench is done after execution of repairs and shall be compacted to 93% MOD AASHTO. The measuring of this item will be done in Cubic meters excavated, the G4 material supplied for the backfilling in cubic meters and the compaction of site.

3.5.2. Excavation and Backfilling of trenches (Wet and clayey conditions)

This item refers to the excavation, backfilling and compaction of trenches deeper than 3m or on wetlands or clayey ground surfaces. The successful execution of this task will be done using any relevant excavating machinery which is propelled, provided “wet” with a qualified operator.

Backfilling and compaction of trench is done after execution of repairs and shall be compacted to 93% MOD AASHTO. The measuring of this item will be done in Cubic meters excavated, the G4 material supplied for the backfilling in cubic meters and the compaction of site.

3.6. SEWER PIPE INSPECTION

Sewer Pipe inspection refers to the inspection of the inside pipe section with which the section may range from 0 – 100 m. The inspection shall be done through a CCTV camera which will be able to clearly view the internal section of the pipe. The Component should have a viewing and recording device.

3.7. COMPLETE BLOCKAGE REMOVAL RESOURCES REQUIRED TO SUCCESSFULLY EXECUTE WORKS.

This item refers to the transport, personnel, tools and equipment with which daily operations will be performed and must consist of the following:

- Blockage removal vehicle
- Tools and Equipment
- Qualified Artisan plumber (Team leader) with assistants (General workers)

A Blockage removal vehicle will be any vehicle preferably a *plumber's truck* or *double cab pick-ups/ bakkies* with minimum Gross Vehicle Mass (GVM) of 2700kg that can accommodate 4 team members as well as all the equipment and tools required and be able to travel on uneven terrain or dirt roads. A trailer to accommodate the rodding assembly can be used in cases of double cabs.



Picture 1: Example of Trailer with mounted sewer rods



Picture 2: Example of Plumbers truck with mounted sewer rodding mechanism

The pricing shall include all costs associated with the Blockage removal unit (purchase price, fuel, services tyres, insurance, maintenance and replacement of broken and worn tools and equipment. Vehicles and trailers supplied should be compliant with the City of Tshwane branding specifications where the name of the City of Tshwane, Logo and contract number will appear on vehicles.

This cost must reflect a fair balance as the tender does make provision for the initial acquiring of the Blockage removal unit on the item for Administrative.

Compulsory tools and equipment included in the “*Full capacitated Sewer Blockage module*” will be the following:

- 1 x Suitable blockage removal vehicle
- 1 x Cell phone
- 2 x Spades
- 1 x Rubber broom (squeegee)
- 1 x Construction bucket with rope
- 1 x Hard broom
- 2 x Picks
- 1 x Gully plunger
- 1 x 1-Man ratchet
- 1 x Long sand auger
- 1 x Short sand auger

- 1 x Drilling head
- 1 x Spearhead
- 1 x Single worm
- 1 x Root cutter
- 60 x 8 mm Drain cleaning rods
- 40 x 6 mm Drain cleaning rods
- 1 x Recovery tool
- 2 x 19 mm Ring spanner
- 2 x 24 mm Ring spanner
- 2 x 19 mm Ratchets
- 2 x 24 mm Ratchets
- 4 x Assembly spanners
- 1 x large diameter pipe calibre
- 1 x Gas detector
- 4 x gas mask

Qualified Artisan (Plumber) and assistants refers to the composition of a suitable Repair and Maintenance of sanitation infrastructure, which is made up of four members (4) which consists of the following:

- 1 x Team leader
- 3 x General Workers/ Labourers

Team leader (Qualified Artisan Plumber)

A team leader must have prior experience (minimum of three years) in the maintenance of municipal sewer infrastructure, be in possession of an applicable driver's license (code 10 or more with a professional driving permit (PDP), NQF level 4 (Red seal/Plumbing Certificate) and be able to manage a team consisting of at least three general workers.

The following KEY PERFORMANCE AREAS are applicable to this position

- Coordinating and controlling team activities.

- Repair and reconstruction of broken sewer pipes,
- Reconstruction of manholes from the benching.
- Organising team functions.
- Controlling of personnel in team.
- Ensuring that team activities are handled in the most effective way.
- Administrate miscellaneous daily duties.
- Ensure safe working environment.

General Worker

General workers also referred to as labourers shall be willing and be able to work in physical environment. The following duties are applicable:

- Handling of applicable equipment and tools in execution of duties.
- Unblocking of municipal and private sewerage blockages with the use of the correct tools and equipment.
- Repair and reconstruct broken sewer pipes
- On and off loading of material on and from vehicles.
- Preparing safe working areas.
- Cleaning and maintaining vehicles, tools and equipment, especially when work has been completed.
- Cleaning of affected properties and work areas after completion of work.

3.8. OCCUPATIONAL HEALTH AND SAFETY

General Notification

This document forms an integral part of the Contract Specification and, in particular, shall constitute the Client's (City of Tshwane.) Occupational Health & Safety Specification, as required by the Construction Regulations, 2014, as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993).

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health and safety issues pertaining to the site of the project as referred to here-in. Due to the wide scope and definition of construction work, every project activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan. The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

3.8.1. Overview on OHS specification framework and contractor management process

1.1.3.1. Definition of Terms

- I. Client-Means any person for whom construction work is performed and or undertaken (City of Tshwane for the purposes of this project)
- II. Construction site means a workplace where a construction work is being performed

- III. Construction supervisor means a competent person responsible for supervising construction activities on a construction site.
- IV. Competent person means a person who –
 - a) Has in respect of the work or task to be performed the required knowledge, training and experience and where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provision of the National Qualification Framework Act 2000 (Act 67 of 2000), those qualifications and that training must be regarded as the required qualification and training and
 - b) Is familiar with the Act.
- V. Principal Contractor-Means an employer, as defined by Section 1 of the OHSACT who performs construction work and is appointed by the client to be in overall control and management of the construction site and works
- VI. Agent-Means a competent person who acts as a representative for a client in this case MIH Projects.
- VII. Occupational Health and Safety Specification- Means a documented specification of all Health and Safety requirements pertaining to the associated works on a construction site so as to ensure the health and safety of persons working, visiting, passing, staying and working close to the construction site and or other applicable areas such as the site camp
- VIII. Risk-means the probability that injury or damage may occur
- IX. Hazard-means a source of or exposure to danger

3.8.2. Introduction

In terms of the Construction Regulation 5 (1) of the OHS ACT, the client is required to compile an Occupational Health and Safety Specification for an intended project. This specification has an objective to ensure that the principal contractor entering into a contract with the client achieves and maintain an acceptable level of Occupational Health and Safety performance and compliance.

This document forms an integral part of the contract between the client and the principal contractor.

The Principal Contractor and its Contractors shall furthermore implement any reasonable practicable means to ensure compliance to this Occupational Health and

Safety Specification and any other applicable legislation on their organization and/or activities performed by or for them

Compliance with this document does not absolve the principal contractor from complying with any other minimum legal requirement and the principal contractor remains responsible for the health and safety of his employees, those of his mandatories as well as any person coming on site or on adjacent properties as far as it relates to the protect activities.

3.9. City of Tshwane's commitment to Occupational Health and Safety Management

City of Tshwane is committed to responsible occupational health, safety management. This commitment is essential to protect the environment, employees, mandatories, visitors and provide a work environment conducive to health and safety. Principal Contractors and their Contractors shall demonstrate their commitment and concern by:

- Ensuring that decisions and practices affecting occupational health and safety performance are consistent with the issued specification;
- Ensuring adequate resources are made available for the effective implementation of occupational health and safety control and mitigation measures;
- Participating in hazard identification and risk assessments and design safety reviews;
- Communicating occupational health and safety management processes, strategies and control measures with all levels of employees, contractor and/or visitors;
- Ensuring visible leadership at all sites;
- Promoting and enforcing the use of correct types of Personal Protective Equipment (PPE);
- Reporting and investigation of incidents and accidents and ensuring actions are identified and implemented to prevent similar types of incidents reoccurring;

- Participating in Client audits and meetings and ensuring required actions are implemented within reasonable time frames on the site/project;
- Recognizing and commending safe work practices and coaching employees who require guidance;
- Applying and enforcing consequence management from deviations and transgressions of/from compliance to this OHS Specification noted and/or observed, where applicable;
- Carrying out safety observations, implement corrective and preventative actions and giving immediate feedback;
- Encouraging employee participation in the formulation of work instructions and safety rules.

3.10. Scope

This is a project specific Occupational Health and Safety Specification that addresses the reasonable and foreseeable, risks, exposures and aspects of Occupational Health and Safety as affected by the supply ,delivery ,offloading ,installation and commissioning of new standby generator sets and maintenance and repair activities.

The specification will provide the requirements that the principal contractor and other contractors will have to comply with in order to reduce the risk associated with the above mentioned project and that may lead to incidents causing injury and/or ill health to a level as low as reasonable practicable and possible.

3.11. Omissions from OHS Specification

Where any omission from the OHS Specification is identified, applicable legal requirements will constitute the minimum standard for compliance to the relevant omission. The responsibility will be on the Principal Contractor to provide assurance to City of Tshwane on compliance to the applicable legal requirements related to the activity / task / process.

3.12. Change or Review of Specifications

Any changes identified or need of review of this OHS specification either by the Client or the Specification, approved changes and revisions will be done after communication between the two parties. A cost analysis on the implementation of the proposed changes / revisions will be calculated through a collaborative processes between City of Tshwane and the Principal Contractor – where the approved changes and/or revisions has no cost implication for the Principal Contractor the Principal Contractor will be required to accept the approved changes / revisions and ensure implementation within the OHS Plan .

3.13. Preparation and Submission of safety file

The Principal Contractor will prepare a safety file containing the processes / procedures and templates to be applied during the project period for the scope of work. The Principal Contractor will be evaluated during the contract period against the submitted safety file.

At a minimum the safety file shall contain the following documentation:

1. Scope of work to be performed;
2. Public Liability
3. Personnel list (Principal Contractor employees);
4. OH&S Policy and other procedures;
5. Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations.
6. Updated copy of the Compensation for Occupational Injuries and Diseases Act (Act no. 130 of 1993) and its Regulations;
7. Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer;
8. OHS Plan agreed with City of Tshwane.
9. Agreement with Mandatory in terms of Section 37(1) &2 of the OHS Act.
10. Approved risk assessments, review and monitoring plans and safe work procedures (method statements);
11. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;
12. Designs and/or drawings;

13. All written designations and appointments for project scope of work (CV and competency copies);
14. Management structure (inclusive of OH&S responsibility & meeting structure);
15. Induction training and site OHS rules;
16. Occupational health and safety training matrix / plan;
17. Arrangements with contractors and/or mandatories;
18. The following registers (as applicable to contract scope of work):

- Accident and/or incident notifications, investigation & control register;
- Occupational health and safety representatives inspection register;
- Construction vehicles and mobile plan inspections;
- Daily inspections templates of vehicles, plant and other equipment by the operator, driver and/or user;
- Daily inspections templates of excavations by competent person;
- Toolbox talks pro-forma;
- Designer's inspections and structures record template;
- Inspection template of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances);
- First-aid box content template;
- Record of first-aid treatment template;
- Fire equipment inspection and maintenance template;
- Record of hazardous chemical substances template kept and used on site;
- Machine safety inspections template (including machine guards, lock-outs etcetera);
- Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators);
- Inspections templates of structures;
- Templates of issuing of Personal Protective Equipment;
- Monthly reporting and recording of statistics templates;

- Keeping of any other record in terms of applicable legislation falling within the scope of OHS Legislation applicable to the project and the Principal Contractor / Contractor's activities and organization.
- Emergency preparedness and response programmes;

3.14. Evaluation of Safety file

City of Tshwane will conduct an initial inspection and evaluation of the Principal Contractor's OHS file for approval purposes to commence work. The Principal Contractor is required to submit the OHS file within 5 days after receiving the induction training from City of Tshwane. City of Tshwane will allocate 3 days to evaluate the file and to give feedback on the evaluation report of the file to the contractor. If the file has not been approved, the contractor shall ensure that the outstanding documents are submitted in the file for re-evaluation within 3 working days. If the OHS file cannot be approved, a report will be submitted to the evaluation committee for re-evaluation. The approval letter from City of Tshwane must be kept in the OHS file and any letter issued concerning the evaluation of the file.

Principal Contractors are required to achieve at least 80% (Eighty Per cent) compliance on the entire safety file documentation to obtain approval by City of Tshwane

3.15. Principal Contractor engagement phase

The Principal Contractor shall commence with the construction work after approval of the safety file. The Contractor shall have their OHS file handed over to the Regional Waste Water depot for approval within 5 days after contract has been awarded and allocation has made. The following processes will be applied to the Principal Contractors on a monthly basis for the duration of the contractual period:

- Monthly Compliance Assessments;
- Site Inspections;
- Progress meetings;
- Contractor forum meetings held at City of Tshwane
- Incident Investigations (where applicable).

3.16. Project close-out and submission of consolidated Health & Safety File

On completion of each project the Principal Contractor shall submit all documentation required for the consolidated safety file to City of Tshwane in an auditable format within 5 days of project completion. It is the responsibility of the Principal Contractor to deliver the consolidated safety file to the relevant City of Tshwane offices. At a minimum, the safety file will contain the following records:

1. Approval letter by City of Tshwane on contents of Health and Safety file including Health and Safety Management plan;
2. Scope of work performed;
3. OH&S Policy and other procedures;
4. Copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations;
5. Proof of registration and good standing with the Compensation Commissioner or another licensed Insurer;
6. OHS plan agreed with City of Tshwane including the underpinning risk assessment(s) and method statements;
7. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work done by each contractor; (if applicable)
8. Notifications of new projects /extension of scope received;
9. Designs and/or drawings;
10. Occupational health and safety committee meeting agenda and minutes;
11. Copies of written designations and appointments (CV and competency copies);
12. Management structure (inclusive of OH&S responsibility & meeting structure);
13. Induction training conducted and site OH&S rules;
14. Occupational health and safety training provided;
15. Arrangements with contractors and/or mandatories;
16. Description of security measures;

17. Occupational health and safety rules and procedures applied during contract period;

18. The following registers:

- Accident and/or incident register;
- Occupational health and safety representatives inspections;
- Construction vehicles and mobile plan inspections;
- Daily inspections of vehicles, plant and other equipment by the operator, driver and/or user;
- Daily inspections of excavations by competent person;
- Toolbox talks conducted;
- Designer's inspections and structures records;
- Inspections of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances);
- First-aid box content inspections;
- Record of first-aid treatment;
- Fire equipment inspection and maintenance records;
- Record of hazardous chemical substances kept and used on site;
- Ladder inspections;
- Machine safety inspections (including machine guards, lock-outs etcetera);
- Inspections for lifting machines and –tackle (including daily inspections by drivers/operators);
- Issue registers for Personal Protective Equipment;
- Monthly reporting and recording of statistics reports;
- Keeping of any other record in terms of applicable legislation falling within the scope of OHS Legislation applicable to the project and the Principal Contractor / Contractor's activities and organization.
- All other applicable records;
- Emergency preparedness and response programmes;
- Investigation and reporting of incidents and/or accidents (internal to Client and Department of Labour / Compensation Commissioner).

3.17. OHS Specification Requirements

3.17.1. General Requirements of Health and Safety Plan

3.17.2. General

Construction Regulation 7 (1) stipulates that the principal contractor must provide and demonstrate to the client a suitable sufficiently documented and coherent site specific health and Safety Plan, based on the client's documented Health and Safety Specification contemplated in Regulation 5(1) (b), which plan must be applied from the date of commencement of and for the duration of the construction and which must be reviewed and updated by the principal contractor as work proceeds.

It will be expected from the Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations, 2014 and related incorporated standards and regulations.

Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site

The following generic aspects should be covered in the Safety plan:

- What administrative procedures the Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
- What control systems the Contractor envisages to implement on site to support his safety program
- How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments
- What external resources the Contractor envisages on using to ensure successful implementation and sustainability of the safety plan
- What training to employees the Contractor envisages and how he would go about to execute it
- The Contractor should indicate which competent persons he plans on employing

The Principal Contractor shall supply a detailed Health and Safety Plan for review by the Client, prior to site mobilization, to ensure compliance with the Construction Regulations, 2014. Mobilization shall be dependent upon the acceptance and approval of the Contractor's Health and Safety Management Plan by the Client.

3.18. Outline of Health and Safety Plan

The Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

1. Purpose and Scope of Plan,
2. Risk Assessment,
 - a. Forms of Risk Assessment,
 - b. Methodology of Risk Assessment,
 - c. Elements of Risk Assessment,
 - i. Scope of assessment,
 - ii. Risks Identified,
 - iii. Risk Analysis,
 - iv. Risk Evaluation,
 - v. Risk Treatment(safe working procedures)
 - vi. Monitoring and reviewing,
3. Resources,
 - a. Health and Safety Staffing Organogram,
 - b. Supervisors, Inspectors and Issuers,
 - c. Employees,
 - d. Subcontractors inclusive of their scope of work and their core resources,
 - e. Training,
 - f. Plant,
 - g. Vehicles,
 - h. Equipment
4. Materials,
 - a. Temporary Materials
 - b. Permanent Materials
5. Categories of Work

6. Implementation of Health and Safety Plan,
 - a. Administrative systems,
 - b. Training,
 - c. Reporting,
 - d. Monitoring,
 - e. Inspections,
7. Auditing,
 - a. Internal audits,
 - b. Follow-up audits,
8. Financial Aspects,
9. Emergency procedures and response

3.19. Risk Assessment

3.19.1. General

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 9 of the Construction Regulations, 2014. According to SANS 31000:2009, Risk is the overall process of risk identification, risk analysis, and risk evaluation. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

- Accounts for risks that are likely to arise during the construction of the Works,
- Enables the development and implementation of systems to manage the risks,
- Remains valid for a reasonable period of time,
- Provides a basis for training of employees, and
- Improves working procedures and introduce long term controls.

The requirements of the Construction Regulations will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the Works is an ongoing process.

The objectives of risk assessments are to:

- Identify the risks that are mostly in need of reduction,
- Identify the various options for achieving such reduction,
- Identify the risks that require careful ongoing management, and
- Identify the nature of the required ongoing attention.

3.19.2. Forms of Risk Assessment

In order to ensure compliance with the Construction Regulations, the Contractor will be required to carry out the following three forms of risk assessment:

3.19.3. Risk assessments

The Contractor will be required to carry out a risk assessment before the commencement of construction activities on the Works. This “baseline” or “datum” risk assessment will form part of the Contractor’s Health and Safety Plan. The risks and hazards to which persons, plant, vehicles and facilities may be exposed during the construction of the Works should be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

3.19.4. Issue based risk assessments

The Contractor will be required to carry out separate risk assessments during construction of the Works when methods and procedures are varied, for example when:

- Designs are amended,
- New machines are introduced,
- Plant is periodically cleaned and maintained,
- Plant is started-up or shut-down,
- Systems of work change or operations alter,
- Incidents or near-misses occur, or
- Technological developments invalidate prior risk assessments.

3.19.5. Continuous risk assessments

The Occupational Health and Safety Act specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk free environment on an ongoing basis. This is achieved by continuous risk assessments, the most important form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

- Regular audits,
- Maintaining general hazard awareness,
- Pre-work risk assessment

3.19.6. Methodology for the Preparation of Risk Assessments

The Contractor shall in the preparation of risk assessments, follow the following general principles:

- Employ a team of suitably qualified individuals with appropriately varied and relevant experience in risk assessment,
- The appointed risk assessor shall lead the risk assessment,
- Provide the team with background data, scope of work, potential hazards and underlying causes, and
- Where necessary employ experts for complex risk assessments and aspects of risk assessments that require experiential judgment,

- Institute an ongoing system of identifying aspects of the work that require risk assessment, and
- Conduct risk assessments in workshops of the team or by individual members of the team under guidance of the leader as appropriate to the situation.

3.19.7. Elements of a Risk Assessment

General

The process of carrying out a risk assessment consists of a number of well-defined steps. These steps improve decision-making by providing a greater understanding of the risks and their impacts. The main steps or elements of the risk assessment process are as follows:

- 1) Consider scope and nature of risks involved, determine purpose and physical and legal bounds of assessment and define risk evaluating criteria,
- 2) Systematically identify risks,
- 3) Analyze risks with regard to causes, likelihood of occurrence and possible consequences against the background of existing controls and its effectiveness,
- 4) Evaluate risks in terms of pre-established criteria to determine need and priority for attention,
- 5) Treat risks through a process of risk elimination, substitution, controlling risk at source, risk mitigation such as training and as far as risk remains, provide personal protective equipment (PPE),
- 6) Monitor and review progress and performance in terms of management system, and
- 7) Communicate and consult.

The following items form the continuing process of the risk assessment as indicated in Figure 1, below.

The Contractor shall ensure that the risk assessment compiled as part of his Health and Safety Plan contains at least these items. Refer to Baseline Risk Assessment for more clarity.

3.19.8. Risk Identification

The Contractor should regard this step of the risk assessment as the most important. Subsequent analysis and evaluation of risks and the development of risk control measures are wasted if the risks or hazards on the Works are not carefully identified.

The Contractor should bear the following principles in mind when identifying the risks:

- i) Systematically address all risks or hazards on the Works,
- ii) Review all aspects of the work, but consider only those that have a potential to cause harm,
- iii) Rank the risks identified in order of importance and then use appropriately advanced techniques to deal with major risks,
- iv) Deal mainly with major risks and don't obscure these with unimportant information, especially minor risks,
- v) Address what actually happens in the workplace during the work activity
- vi) Consider all persons that may be affected,
- vii) Highlight those groups and individuals who may particularly be at risk, and
- viii) Review the adequacy and effectiveness of existing safety controls and measures

Risk Analysis

In this step, the Contractor will be required to analyze the risks identified by determining each risks frequency and magnitude or severity of the consequence of the risk or hazard.

The frequency of occurrence of a hazard may be expressed as the number of times that it may occur in year, decade, lifetime, century, or longer period, according to comparative human experience. The magnitude of the likely consequence of a hazard may be expressed in terms of the degree of incapacitation, number of people or costs involved. The frequency of occurrence of a hazard and the magnitude of its consequence may be compounded as the risk that it poses as shown in the “risk matrix” in Figure 2 below.

Frequency of Occurrence of Hazard	Severity of Consequences of Potential Hazard					
	1 Medically treatable injury	1 Compensable injury	10 Compensable injuries	1 Permanently disabling injury	1 Fatality	10 Fatalities
Frequent; 1 or more occurrences per year	Medium	High	Very high	Severe	Severe	Severe
Several times during a career; 0.1 occurrences per year	Medium-low	Medium	High	Very high	Severe	Severe
Unlikely, but possible during a career; 0.01 occurrences per year	Low	Medium-low	Medium	High	Very high	Severe
Very unlikely during a career; 0.001 occurrences per year	Low	Low	Medium-low	Medium	High	Very high
Barely credible; 0.0001 occurrences per year	Low	Low	Low	Medium-low	Medium	High

Figure 2: Compounded Risk Matrix

The columns in the table represent the likely consequence of the hazard and the rows, the frequency of occurrence. The scales for both quantities represent consistent progressions, able they qualitative. The risks evidently range from low to severe. Note that diagonals in the matrix represent the risks of the identified hazards, taking the effectiveness of controls into consideration.

The table represents a typical risk matrix that need not necessarily be adopted by the Contractor. The Contractor may use an alternative risk matrix provided that it is approved as part of his Health and Safety Plan.

3.19.9. Risk Evaluation

In this step the Contractor will be required to compare the risks found during the analysis process with similar risks previously experienced for the purpose of deciding how to treat the risk. A useful systematic approach for this purpose is as follows:

- If the assessed risk exceeds similar risks that have occurred in the past and that are considered to be unacceptable, the assessed risk would require treatment depending upon its magnitude as discussed in Section 4.4.5, or
- If the assessed risk exceeds similar historical risks that are acceptable, treatment of the assessed risk will depend on the extent by which it exceeds the historical risks, or
- If the assessed risk is less than historical risks that are unacceptable, treatment of the assessed risk will depend on the extent by which it is less than the historical risks, or
- If the assessed risk is less than historical risks that are acceptable, the assessed risk would also be acceptable and would not require any treatment.

3.19.10. Risk Treatment

The contractor must select one or more options of modifying risks, and implementing those options. The option(s) selected must be covered in the safety plan and be followed as prescribed. Reference can be made to SANS31000:2009 for different risk treatment options. SANS 31000:2009, clause 5.5.3 may be consulted in preparing and implementing risk treatment plans.

3.19.11. Reporting and Recording

The Contractor shall ensure that the risk assessment process is recorded in the form of a report and included in his Health and Safety Plan. The report should be easily accessible to the Contractor's employees, their representatives, to inspectors, the

Employer or his Safety Agent and the Engineer. The essential contents of the report should be as follows:

- Objectives and expected outcomes,
- Description of the Works under assessment,
- Summary of context of study
- Composition of risk assessment team, (including qualifications and relevant experience),
- Approach used to systematically identify risks,
- Identified risks (ranked in order of priority),
- Method adopted for assessing frequencies and consequences of risks,
- Consequences (ranked in order of magnitude),
- Identification of individuals and groups who may be affected by major hazards and risk and who may especially be at risk,
- Basis for defining safety standards to be achieved,
- Contractor's resources devoted to risk assessment,
- Actions proposed to reduce unacceptably high risks,
- Review effectiveness of existing safety measures to control risks, and
- Implementation of programme of selected treatments (including controls to manage unacceptably high risks).

3.19.12. Monitoring and Review

The contractor must indicate in the safety plan the monitoring and review plan to be used during the project

3.19.13. Communication and Consultation

The Contractor will be required to communicate and consult with internal and external stakeholders during each step of the risk assessment process. Stakeholders will include the Employer and his Safety Agent, the Engineer and the Contractor's employees and consultants.

3.20. Resources

3.20.1. General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 85 of 1993 and all its Regulations and related incorporated standards with regards to the resources and facilities intended for use on the project

The Contractor shall provide in his Health and Safety Plan his intended Staffing Organogram for the construction work. The organogram should include those inspectors, supervisors and issuers as envisaged in the Construction Regulations, 2014 required for the construction work and any additional supervisory staff members as the Contractor (having taken the scope into account) considers necessary.

Copies of the supervisory staffs' curriculum vitae or portfolio of evidence and their appointment letters should be appended to the Contractor's Health and Safety Plan.

The Contractor's Health and Safety Plan should in addition cover at least the following aspects:

- The number of unskilled, semi-skilled and skilled (including Foreman, Charge hands, Artisans, Operators, Drivers, Clerks, Store man and Team Leaders) employees he intends employing on the Works,
- The health and safety training to be provided to the Contractor's employees,
- The programme of the health and safety training,
- Systems for the review of the effectiveness of the training provided, and
- Systems to determine further training requirements throughout the construction period.

Pro-forma letters of appointment for the various inspectors, supervisors and issuers as contemplated in the Construction Regulations, 2014 are included in Annexure 1 to this specification for use by the Contractor. The Contractor shall ensure that he includes in his Health and Safety Plan the appointment letters for all his inspectors, supervisors and issuers appointed for the Works.

The Contractor may make other additional legal appointments that are applicable to the project.

3.21. Subcontractors

The Contractor shall with reference to the use of subcontractors on the Works and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- The steps intended to ensure that his Subcontractors prepare, implement and maintain Health and Safety Plans,
- How health and safety information will be made available to his Subcontractors when changes are brought about to the design,
- How he intends determining that his Subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works,
- How he intends determining if his Subcontractors have made provision in their tenders for the cost of health and safety measures during the construction of the Works,
- How he intends satisfying himself on the competencies and resources of Subcontractors he intends appointing, and
- How he intends ensuring that his Subcontractors perform risk assessments prior to commencing their respective portions of the Works.

3.22. Competencies

The Contractor shall establish if a person is competent to perform a certain duty or be appointed in a certain capacity by requesting all candidates to supply the required certificates of competency. Where certificates of competencies cannot be delivered, the Contractor shall request a portfolio of evidence from the respective candidates.

Contractors should do enquiries at the South African Qualifications Authority (SAQA) relating to the qualifications required for appointment of competent persons.

3.23. Physical and Psychological Fitness

Where required by the Occupational Health & Safety Act and its regulations the contractor shall ensure that his employees are in possession of a valid medical certificate of fitness to work in such an environment.

In terms of the Construction Regulations 2014, Regulation 7(8) stipulates that the Contractor shall ensure that all his or her employees have valid medical certificate of fitness specific to the work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

3.24. Plant, Vehicles and Equipment

3.24.1. Cranes

This section of the specification shall be read in conjunction with the provisions of the Driven Machinery Regulations, 1988.

The Contractor shall with reference to Regulation 22: Cranes, of the Construction Regulations, 2003 and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How will environmental factors be taken into account in respect to the use of cranes,
- What systems he intends using to ensure the safety of all cranes in use,
- How he intends maintaining cranes in use,
- What tests will be performed to establish the safety of all cranes in use,
- What safety procedures and precautions are envisaged to ensure the safe operation of all cranes in use,
- How he will document the design, testing, maintenance and inspections of all cranes in use, and
- The contractor shall proof compliance of the Driven Machinery Regulation, 1988, with reference to the lifting machinery and tackle being used.

3.24.1.1. Construction vehicles and mobile plant

The Contractor shall with reference to Regulation 23: Construction vehicles and mobile plant of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends ensuring that construction vehicles and mobile plant are:
 - Of acceptable design and construction,
 - Maintained and in good working order,
 - Used according to design specifications, and
 - Are protected from falling into excavations, water or areas lower than the working surfaces,
- How he intends ensuring that workers are trained, authorised and physically fit to operate construction vehicles and mobile plant,
- What traffic arrangements and safety precautions will be implemented to ensure safe operation of construction vehicles and mobile plant on the Works, and
- How he intends safeguarding employees against construction vehicles and mobile plant moving on the site.

3.24.2. Ladders

The Contractor shall with reference to Regulation 13A of the General Safety Regulations and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends ensuring that ladders used are safe and constructed of materials approved for its intended use, and
- What precaution will be made to ensure the stability of ladders in use?
- How he intends to ensure that the Ladders are maintained

3.24.3. Materials

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to

the design, supply, storage and erection of materials used for the temporary and permanent Works.

3.25. Personnel Safety Equipment and Facilities

The Contractor shall comply with Section 2 of the General Safety Regulations, and shall in particular provide all necessary personnel protective equipment for his personnel for the duration of the project period. To this end the Contractor shall without limiting his obligations indicate in his Health and Safety Plan:

- Identify training requirements in the Contractors Training plan in the use and maintenance of personal protective equipment,
- The type of personnel safety equipment he will provide,
- How he intends issuing it to his employees, and
- How he will maintain the personnel safety equipment issued.

3.25. First Aid, Emergency Equipment and Procedures

The Contractor shall comply with Section 3 of the General Safety Regulations regarding first aid, emergency equipment and procedures.

3.26. Hazardous Chemical Substances

The Contractor will be required to adhere to the Regulations for Hazardous Chemical Substances 1995 as amended in the handling and storage cement of and other hazardous chemical substances.

The Contractor must discuss the following in detail in his safety plan in respect of each hazardous chemical substance that will be used in the works:

- Storage of substance
- Handling of substance
- Protective clothing and other devices to be used while handling the substance

- Medical surveillance.

3.27. Earthworks

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

3.28. Excavation work

Contractors will be required to adhere to Construction Regulation 13: Excavation work, of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan:

- How will the Contractor establish the stability of ground prior to excavations,
- What steps will the Contractor follow to ensure that bolstering, shoring and bracing is sufficient to ensure the safety of the excavation, and
- What steps will the Contractor follow to ensure the equipment used to safeguard an excavation is sufficient and safe?
- What steps will he implement in case of emergency(e.g. to prevent people from being buried under the trench if it falls)

3.29. Implementation of Contractors' Health and Safety Plan

The Contractor shall describe in his Health and Safety Plan how he intends implementing his plan.

The Contractor shall indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Contractor shall indicate how inspections will be carried out, how shortcomings will be addressed, how he intends to review the safety plans, how he would train staff

and how he would implement the findings and recommendations of audits or inputs of employees.

3.30. Administrative Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996. The Contractor's administrative system shall without limiting his obligations, cover the following:

- Up keep of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Procedures to follow for notifications,
- Injury on duty [IOD] administration,
- Recording of minutes of safety meetings,
- Recording of checklists,
- Safe keeping of checklists, and
- Inspections.

The Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act, 1993 and its Regulations as amended is available on site for every 20 employees employed.

3.31. Incident Management

The Contractor shall develop an incident management procedure that will address how he intends to manage the incident/accidents on site. The procedure must explain how will the reporting, recording and investigation will be done and provide templates

of forms and documentation to be used. The procedure must be in compliance with General Administrative Regulations, of Occupational Health and Safety Act.

3.32. Reporting Systems

All incidents must be reported to the Client/Safety agent and to the Labor Inspector. The Contractor shall comply with Section 8 of the General Administrative Regulations of the OHS Act

3.33. Recording and investigation

All incidents must be recorded in the form of annexure 1 and be kept for a period of at least three years. All incidents must be investigated and investigated within 7 days from the date of the incident. The Contractor shall comply with Section 9 of the General Administrative Regulations of the OHS Act

3.34. Training

The Contractor shall train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Contractor shall ensure that every employee is informed of the following:

- The hazards of any work he has to perform or plant machinery or equipment he is permitted to use, and
- The precautionary measures which should be taken regarding the above.

The Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends:

- Identifying the training needs of the personnel he intends employing, and
- Implementing the training identified
- What proof of induction training will be carried by his employees (e.g. laminated type identification card).

3.35. General induction Training

All members of the contractor's management as well as all the people appointed as responsible for Occupational Health and Safety in terms of the OHS Act, Construction Regulations and other Regulations are required to attend a general safety Induction. All employees of the principal contractor and other contractors must be in possession of proof of Induction Training.

All subsequent and newly appointed employees must also be subjected to the Induction Training as soon as possible after the appointment but prior to start work on site.

3.36. Site Specific Induction Training

The principal contractor will be required to prepare the Task based Induction training based on the risk assessment for the contract work and train all employees who will be involved in the selected task. All employees must have a proof of such training and copies in the Safety File

3.37. Other Training

1. All operators, drivers and users of construction vehicles and mobile plants must be in possession of a valid proof of training and where applicable licenses and proof of competency
2. All employees in jobs requiring training in terms of the OHS Act and Regulations must be in possession of valid proof of training.
3. Awareness must be done in a form of Toolbox Talks for all employees in order to promote safety culture

3.1. Notices and Signs

The following notices and signs are, where applicable, compulsory on the construction site as well as the contraction yards.

Area/Activity where construction sign is needed	Notice or sign required in
Display of notices and signs	General Safety Regulation 2b
Entry	General Safety Regulation 2 I

First Aid	General Safety Regulation 3 (6)
Toilets and Change rooms	Facilities Regulation 2(5).4 (2) (f)
Hazardous and Chemical Storage area	General Safety Regulation 4 (8) (i) and (ii)
Machinery	General Machinery Regulation 9
Prohibition of smoking and eating or drinking at workplaces where high risk substances are stored or handled	Facilities Regulation 7

3.39. Safety Meetings

The contractor shall attend OHS meetings arranged at the Regional waste water depots as and when required.

The Contractor shall conduct at least one formal safety meeting in 3 month with his employees to ensure safety awareness and shall maintain appropriate records of attendance and meeting content. Such records shall be included in the safety file. Such meetings shall address at least the following:

- Accident / safety incidents
- Hazardous conditions
- Hazardous materials / substances
- Job or work projections
- Work procedures
- Protective clothing / equipment
- Housekeeping
- General safety topics

3.40. Inspections and Monitoring

The Contractor shall be required to inspect each workplace prior to works commencing to ensure that all protective equipment is in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

- The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
- Who will be responsible for the checking of each workplace at the commencement of each shift.

The Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Contractor can expect inspections of the works by any of the following parties:

- The Client or his Safety Agent,
- Department of Labor Inspector

In addition to site inspections performed by the Client or his safety agent they shall also do audits and assess the safety situation at the works and investigate incidents. Follow-up inspections will be performed to ensure compliance to recommendations done.

The Client, Safety Agent or his representative may stop the work at any time under the following conditions:

- If the Contractor is not compliant with his Health and Safety Plan
- Imminent threat to the health and safety of any person on site
- Continuous non-conformance to corrective action requests.

Inspections by the Labor Inspector or his representative will be random and the purpose would be to investigate complaints received by the Inspector or to investigate serious incidents.

Labor Inspector may issue prohibition notices to stop the activities at the works until the situation investigated has been resolved or he may issue an improvement notice whereby the Contractor will have a period to rectify any hazard identified by the inspector.

3.41. Auditing

Audits by Client or Safety agent

The audits contemplated in regulation 5 of the Construction Regulations, 2014 will be carried out by the client or its representative

The Contractor will ensure that the same arrangement detailed above be implemented with his Sub Contractors to ensure his compliance with the Construction Regulations.

The audits described above only constitutes part compliance by the Employer or the Safety Agent with regulation 5.(1)(o) of the Construction Regulations, 2014.

The Client or Safety Agent will be entitled to carry out audits or follow-up audits, as the case may be, at any time during the project period provided that:

- i) The audit or follow-up audit are carried out during ordinary working hours, and
- ii) The Employer or Safety Agent gives the Contractor at least 24 hours' notice of his intention to carry out such audits.

The Contractor's employees indicated in Section 9.1 will be present during any audit carried out by the Client or his Safety Agent.

During the tendering phase it will be expected from the tenderer to briefly explain how the above mentioned will be accomplished.

Once a successful tenderer has been appointed, the Contractor must supply a detailed Health and Safety Plan for review by the Employer, prior to work commencement, to ensure compliance with the Construction Regulations, 2014. Commencement must be dependent upon the acceptance of the Contractor's Health and Safety Management Plan by the Municipality.

Personal Protective Equipment (PPE) Required

- Reflecting overalls (Jacket and Trousers)
- Safety Boots
- Water boots
- Safety gloves
- Dust masks
- Gas masks
- Premium Fishing wader with braces, buckles and boots.

The Requirement for Personal Protective Equipment

To ensure the greatest possible protection for employees in the workplace, the contractor is responsible for:

- Performing a “hazard identification and risk assessments” of the workplace to identify and control physical and health hazards
- Prepare and implement a Hazard Indication Risk Assessments (HIRAs) that covers all the work to be done.(it must be available in the safety file)
- Identifying and providing appropriate PPE for employees.
- Training employees in the use and care of the PPE.
- Maintaining PPE, including replacing worn or damaged PPE.
- Periodically reviewing, updating and evaluating the effectiveness of the PPE program.
- Paying for PPE.

In general, employees should:

- Properly wear their full at all times PPE.
- Attend training sessions on PPE.
- Care for, clean and maintain their PPE.
- Inform a supervisor of the need to repair or replace PPE.

3.8. COVID 19 HEALTH AND SAFETY SPECIFICATIONS

Background

Coronavirus Disease 2019 (COVID-19) is a respiratory disease caused by the SARS-CoV-2 virus. To reduce the impact of COVID-19 outbreak conditions on businesses, workers, customers, and the public, it is important for all employers to plan now for COVID-19. COVID-19 is characterized by Symptoms which can be mild, moderate, severe or fatal.

The legislation governing workplaces in relation to COVID-19 is the Occupational Health and Safety Act, Act 85 of 1993, as amended, read with the Hazardous Biological Agents Regulations. Section 8 (1) of the Occupational Health and Safety (OHS) Act, Act 85 of 1993, as amended, requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of employees. Specifically, section 8(2)(b) requires steps such as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard before resorting to Personal Protective Equipment (PPE). However, in the case of COVID-19, a combination of controls is required, although the main principle is to follow the hierarchy of controls.

While engineering and administrative controls are considered more effective in minimizing exposure to SARS-cov-2, PPE may also be needed to prevent certain exposures. While correctly using PPE can help prevent some exposures, it should not take the place of other prevention strategies.

Therefore it is important for the Contractor to:

- Ensure that COVID 19 Risk Assessment (COVID 19 Health and Safety Plan) is conducted and submitted to the Client prior to the commencement of the construction work, it must be in line with the Client COVID 19 Health and Safety Specification.
- The Contractor must appoint COVID 19 Compliance Manager, in this case the safety officer to ensure that all necessary COVID 19 safety precautions are implemented to prevent the spread.

Training and awareness:

- The Contractor must ensure that all employees are inducted on COVID19 contractor risk assessment to prevent the spread.
- The Contractor must ensure that the employees are trained on COVID 19 to prevent the spread of the virus, training records must be kept in the Safety File.
- COVID-19 Direction on Health and Safety in the Workplace Government Gazette dated 29 April 2020, must be used as guideline and be customized to specific construction site.
- The Contractor must provide workers with information that raises awareness in any form or manner, including where reasonably practicable leaflets and notices placed in conspicuous places in the workplace informing workers of the dangers of the virus, the manner of its transmission, the measures to prevent transmission such as personal hygiene, social distancing, use of cloth masks, cough etiquette and where to go for screening or testing if presenting with symptoms.

Hand Hygiene:

- The Contractor must provide adequate facilities for the washing of hands with soap and clean water on each construction site.
- The Contractor must provide 70% alcohol-based hand sanitizers at strategic points of the construction site.
- The Contractor must provide paper towels to dry hands after hand washing. Cleaning and Disinfecting surfaces:
- The Contractor must take measures to ensure that all work surfaces and equipment are disinfected before work begins, regularly during the working period and upon completion of the work.
- The Contractor must ensure frequently cleaning and disinfecting objects and surfaces that are touched regularly particularly in areas of high use such as shared tools, taps, ablution facilities, hand rails light switches, eating and change room areas, shared construction vehicles, etc. using appropriate

disinfecting solutions such clean water, soap and bleach

- In area/s where a person was tested positive for COVID-19, an incident-based risk assessment approach, as specified in the Department of Employment and Labour' s Direction and the Department of Health's Guideline need to be followed.
- If the individual merely passed through the construction site without touching anything and without spending much time in face-to-face communication with other employees, then simple manual surface cleaning measures would be appropriate.
- However, if the individual spent a considerable amount of time in the construction site, touched and handled many objects, equipment and surfaces and had close contact with several fellow workers, then more comprehensive manual surface cleaning of the environment would be warranted.
- The Department of Health does not endorse or require 'deep cleaning' that involves fumigation, demisting or fogging. Nor does the Department of Health require such a 'certificate of cleaning'.
- The Contractor shall ensure that only the affected area of the construction site that would be closed for cleaning and disinfection not closing the entire construction site.

Social Distancing:

- The Contractor must ensure minimal contact between workers and as far as practicable that there is a minimum of 1,5meter distance between workers while they are working. Employees are aware to maintain social distance when working.
- The Contractor must ensure that social distancing measures are implemented through supervision of both the construction site and in the common areas outside the workplace, through queue control or within the workplace, these measures may include dividing the workers into groups or staggering break times to avoid the concentration of workers in common areas.

- The Contractor must ensure that where the minimum distance is impossible employees must always be instructed to wear cloth mask/FFP1/2 mask or reducing the number of workers present in the construction site at any time to achieve the required social distancing.
- The Contractor must ensure that employees working in offices are provided with physical barriers placed between work their workstations

COVID 19 Personal Protective Equipment (PPE)

- The Contractor must ensure that every worker is provided with two cloth masks to be worn when in workplace or public which comply with the requirement set out in the guideline issued by Department of Trade, Industry and Competition.
- The main benefit of everyone wearing a cloth mask is to reduce the amount of virus droplets being coughed up by those with infection and transmitted to others and to surface that others may touch.
- Every Contractor must ensure that workers are informed, instructed, trained and informed as to the correct use of cloth mask.
- The Contractor must ensure to issue face shield/visors where applicable as double protection.

Point of entry screening

- The Contractor must identify the screening area for each construction site.
- The Contractor must ensure that the daily point of entry screening is conducted when entering construction site by a person nominated by the Contractor.
- The Contractor must ensure that all employees and visitors are screened and only those with all clear will be given clearance to carry on with construction work.
- The Contractor must ensure that during the screening a 1.5 m distance is maintained and FFP1/2 mask to be worn by a nominated person.
- The Contractor must ensure that the screening person is trained.
- The Contractor must ensure that a bottle of sanitizer is available at the screening area.
- The Contractor must ensure that the thermal device are provided during the

screening process.

- The Contractor must ensure that all employees complete a COVID 19 Questionnaire which will be used to screen potential risk personnel entering the construction site.

Symptomatic employees

- The Contractor must ensure that any person who ticks YES to one or more symptoms will be sent home and be advised to seek testing by a healthcare provider.
- The Contractor must ensure that employees who are sick with continuous cough, sore throat, difficulty breathing, or a high temperature in the workplace will be encouraged to stay home.
- The Contractor must ensure that the positive tested COVID 19 case, the employee is on paid sick leave in terms of section 22 of BCEA or if the employee's sick leave is exhausted, the Contractor shall apply for an illness benefit.
- The Contractor must ensure that employees confirmed to have COVID 19 will be managed in line with National Department of Health COVID 19 guidelines.
- The Contractor must isolate the worker with confirmed COVID case and issued him/her with FFP2 or surgical mask, arrange for the worker to be transported for further medical examination or testing, in a manner that does not place other workers or members of the public at risk
- The Contractor must ensure that the driver who is transporting the Person under Investigation is provided with surgical mask or FFP2 mask.
- The Contractor must assess the risk of transmission, disinfect the work area and refer those workers who may be at risk for screening to prevent possible transmission.
- The Contractor must advise the Communicable Disease Centre (CDC) so that other contacts be identified and be investigated
- The Contractor must ensure that tested positive for COVID 19 is not discriminated in terms of Employment Equity Act no. 55 of 1998.
- The Contractor must ensure that if there is evidence that the worker contracted

COVID 19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act no. 130 of 1993.

- The Contractor must ensure that if a worker has been diagnosed with COVID 19 and isolated in accordance with the National Department of Health Guidelines, a Contractor may only allow a worker to return to work on the following conditions, the worker has undergone a medical evaluation confirming that the worker has been tested negative for COVID 19.

Recommended Best Practice

- The Contractor must ensure that vulnerable and 60 years old workers are identified and received a special measure for their protection.
- The Contractor must ensure that for communication strategy Microsoft Team, ZOOM or Skype or cell phones are used to prevent the spread of COVID 19 virus.
- The Contractor must ensure to keep the workplace well ventilated by natural or mechanical means to reduce the SARS – CoV – 2 viral loads.

Emergency Numbers

- Corona virus (COVID-19) 24-Hour Hotline number:0800 029 999
- Corona virus (COVID-19) WhatsApp Number: 0600 12 3456

4. DELIVERABLES

This project is a maintenance project, Job cards and timesheets will be issued and submitted to the respective depots as with pictures as evidence of work done. The following norms and standards will be adopted by service providers as and when job cards are issued.

5. PRE-QUALIFICATION

The successful service provider shall subcontract a minimum of 30% of the work to

- EME's or QSE's

6. STAGES OF EVALUATION

The bid will be evaluated as follows:

6.1 Stage 1: Administrative Compliance

6.2 Stage 2: Local content and production

6.3 Stage 3: Mandatory Requirements

6.4 Stage 4: Functionality Criteria

6.5 Stage 5: Preferential Point System

6.1 Stage 1: Administrative Compliance

- All the proposals will be evaluated against the administrative responsiveness requirement as set out in the list of returnable documents

6.2 Stage 2 Local content and production

6.2.1 Local Content and Production

- i) In terms of the stipulated minimum threshold for local production and content for:
 - Plastic pipes is 100%the City shall only accept the specifications which meets minimum threshold percentage and requirements for local production and content as referred to in the Preferential Procurement Regulations on Local Content and the relevant National Treasury designated sectors' circulars.
- ii) The bidder must clearly indicate as part of the bid submission the quantities of material and products to be supplied and the level of local content for each product. Should the bidder not be able to comply with the prescribed minimum threshold, an exemption received from the Department of Trade and Industry needs to be submitted with the bid to be considered for further evaluation. Bidders that do not comply with the above-mentioned requirements

will be automatically disqualified.

The following items in this table have a minimum threshold of 100% local content

Product for designation	Minimum Local Content
Polyvinyl chloride (PVC) pipes	100%

6.3 Stage 3: Mandatory Requirements

- Certificate confirming that the bidder has CIDB grading of 6CE or higher
- The Occupational Health and Safety representative to be appointed for the project must have Occupational Health and Safety Certificate accredited by the SACPCNP board.
- Bank guarantee of minimum R 4 Million not exceeding 6 months from any bank
- Compensation for Occupational Injuries and Diseases Act (COIDA) letter of good standing
- Proof of Qualifications for team leaders (Artisan plumber) (Driver's licence with PDP and Plumbing Certificates NQF LEVEL 4 in plumbing (Red seal)trade certificate must be provided.
- Certified copies of accreditation certificates of the TLB machines, Hydraulic Excavator, Crane Mounted truck, vacuum jetting truck from an accredited testing facility (SABS/IEC) of the goods, from the manufacturer.

Bids that have not complied with all the Mandatory Requirements will not be evaluated further and will not pass to STAGE 3 (Functionality) of the Bid evaluation.

6.4 Stage 4: Functionality Criteria

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
Company experience in relevant projects (Maintenance of Sanitation infrastructure). Attach signed completion certificates with letter head and/or appointment letters with certified monthly/ progress payment certificates/invoices for projects that are still in progress. <i>(the number of years to be rounded off to the nearest number)</i>	<ul style="list-style-type: none"> • 0 - 1 year • 2 – 3 years • 4 years and above 	1 3 5	5	25
Local Economic Participation- Location of business. <i>(attach rates and taxes statement not older than 3 months or lease agreement)</i>	<ul style="list-style-type: none"> • South Africa • Gauteng • Tshwane 	1 2 3	5	15

of 3 years' experience with C1 PDP drivers' licence and plumbing certificate (red seal)	<ul style="list-style-type: none"> 5 years relevant working experience 			
TOTALSCORE				100

*Bids that do not achieve a minimum score of **70 (out of 100)** for functionality will not be evaluated further and will not pass to STAGE 4 of the Bid Evaluation Criteria.*

Bids will be rated in respect of each criterion on a scale of 1 – 5, where the weight was allocated based on the importance of the requirement. The maximum possible score that can be achieved for functionality is 100.

6.5 Stage 5: Preference Point System

Price = 90 points

BBBEE status level of Contribution = 10 points

7. SUBCONTRACTING

The successful service provider shall subcontract a minimum of 30% of the work to EME's or QSE's, the tendered rates shall consider the appointment of EME's or QSE's.

- Failure to subcontract minimum of 30% of the work to EME's or QSE's shall be construed as breach of contract and shall result in termination of the contract.
- Preference will be given to the EME's or QSE's within the boundaries of CoT.
City of Tshwane reserves the right to accept or reject the sub-contracted entity.
- The report containing the list of potential subcontractors may be drawn by accessing the following link: www.csd.gov.za

- The service provider must submit proof of subcontracting arrangement between the main service provider and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between main tenderer and the subcontractor.
- The service provider must submit documentary proof on a quarterly basis to the City of Tshwane indicating the subcontracting figures for purchasing orders delivered.
- It is the service provider's responsibility to make sure that subcontracting of any portion of the work must not affect the quality of services expected by The City of Tshwane from the service provider. The service provider must make sure that the subcontractors are competent, the service provider shall be held responsible for any incompetent work done

8 TYPE OF AGREEMENT REQUIRED

The leading department should indicate whether there will be a Service Level Agreement or Memorandum of Understanding/Agreement to be completed after the appointment.

9.VALIDITY PERIOD

The validity period for the tender after closure is 90 days.

10 PRICING SCHEDULE

10 .1. General

10.1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. The Schedule has to be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

10.1.2 The Bill of Quantities shall be read with all the documents which form part of this Contract.

10.1.3 The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work in terms of the Specifications and the Project Specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work at which the tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications and the Project Specifications, but the quantity of work of which is not measured in any units.

10.1.4 Reference shall be made to the General and Special Conditions of Contract regarding Provisional and Prime Costs Sums.

10.2. Pay Items

10.2.1 The method of measurement published by the City of Tshwane in section 001 clause 04 and the clauses titled "Measurement and Payment" in the various sections of the Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005, is applicable, subject to the variations and amendments contained in section C3.5.

10.2.2 Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

10.2.3 The item numbers appearing in the Bill of Quantities refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the latter case, the item number is prefixed with the letter "B". The same applies to new clauses added to the standard specifications.

10.2.4 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letter LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

10.2.5 Payment for items which are designated to be constructed labour-intensive (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

10.2.6 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

10.2.7 The quantities set out in the Bill of Quantities are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

10.2.8 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	meter	kg	=	kilogram
km	=	kilometer	t	=	ton (1000kg)

m ²	=	square meter	no.	=	number
m ² .pass	=	square meter pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic meter	MN.m	=	meganewton-meter
m ³ .km	=	cubic meter-kilometer	PC sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	Per cent
Mpa	=	megaspascal	kW	=	kilowatt

10.3. Rates

10.3.1 The prices and rates to be inserted in the Bill of Quantities are to be fully inclusive prices for the work described under the relevant items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

10.3.2 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

10.3.3 Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

10.3.4 The Tenderer shall fill in a rate against all items where the words “rate only” appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.

10.3.5 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.

10.3.6 The tenderer shall not group together a number of items and tender one rate for such group of items.

10.3.7 All rates and sums of money quoted in the Bill of Quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded.

10.3.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.

10.3.9 BILL OF QUANTITIES

Looking at the requirements of the regions and the importance of the project, it is proposed to appoint a panel of minimum 3 service providers for the Maintenance of Sanitation infrastructure. This will assist in keeping the project under a reasonable budget and to offer flexibility.

BoQ

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1.	CLEARING OF SEWER BLOCKAGES				
1.1	Clearing of municipal sewer network blockages	UNIT	QUANTITY	RATE	AMOUNT
1.1.1	Nominal pipe diameter up to 152mm	per task	4185		
1.1.2	Nominal pipe diameter between 155mm and 410mm	per task	82572		

1.1.3	Nominal pipe diameter between 415mm and 612mm	per task	103216		
1.1.4	Nominal pipe diameter between 650mm and 900mm	per task	5161		
1.1.5	Nominal pipe diameter between 950mm and 1200mm	per task	5161		
1.2	Clearing of Stubborn Municipal Sewer blockages utilizing High pressure machines or vacuum cleaners and/or any other relevant equipment	UNIT	QUANTITY	RATE	AMOUNT
1.1.1	Nominal pipe diameter up to 152mm	per task	2000		
1.1.2	Nominal pipe diameter between 155mm and 410mm	per task	20000		
1.1.3	Nominal pipe diameter between 415mm and 612mm	per task	40000		
1.1.4	Nominal pipe diameter between 650mm and 900mm	per task	2000		
1.1.5	Nominal pipe diameter between 950mm and 1200mm	per task	2000		
2.	REPAIRS AND RECONSTRUCTION OF BROKEN EXISTING SEWER NETWORK PIPES AND MAIN OUTFALL SEWER PIPELINES				
2.1	For nominal diameter up to 152mm (including required material)	UNIT	QUANTITY	RATE	AMOUNT
2.1.1	PVC pipe	m	750		
2.1.2	UPVC pipe	m	750		
2.1.3	Clay pipe	m	750		
2.1.4	Asbestos cement pipe	m	750		
2.1.5	Steel pipe	m	750		
2.2	For nominal diameter between 155mm and 410mm (including required material)	UNIT	QUANTITY	RATE	AMOUNT
2.2.1	PVC pipe	m	5000		

2.2.2	UPVC pipe	m	5000		
2.2.3	Clay pipe	m	5000		
2.2.4	Asbestos cement pipe	m	5000		
2.2.5	Steel pipe	m	5000		
2.3	For nominal diameter between 415mm and 612mm (including required material)	UNIT	QUANTITY	RATE	AMOUNT
2.3.1	PVC pipe	m	600		
2.3.2	UPVC pipe	m	600		
2.3.3	Clay pipe	m	600		
2.3.4	Asbestos cement pipe	m	600		
2.3.5	Steel pipe	m	600		
2.4	For nominal diameter between 650mm and 900mm (including required material)	UNIT	QUANTITY	RATE	AMOUNT
2.4.1	PVC pipe	m	300		
2.4.2	UPVC pipe	m	300		
2.4.3	Clay pipe	m	300		
2.4.4	Asbestos cement pipe	m	300		
2.4.5	Steel pipe	m	300		
2.5	For nominal diameter between 950mm and 1200mm (including required material)	UNIT	QUANTITY	RATE	AMOUNT
2.5.1	PVC pipe	m	300		
2.5.2	UPVC pipe	m	300		
2.5.3	Clay pipe	m	300		
2.5.4	Asbestos cement pipe	m	300		

2.5.5	Steel pipe	m	300		
3.	OPERATION AND CLEANING OF SEWER PUMP STATION	UNIT	QUANTITY	RATE	AMOUNT
3.1	Provision of Sewer Pump Station Operator	per 8-hour shift	504		
4.	CLEANING AND REHABILITATION OF POLLUTED AREA AS A RESULT OF SEWER SPILLAGE	UNIT	QUANTITY	RATE	AMOUNT
4.1	Removal and disposal of rubble and other waste resulting from the sewer spillage	m ²	100 000		
4.2	Cleaning and rehabilitation of the spillage area by applying sewer odour removing agent	m ²	100 000		
5.	CHANNELING AND BENCHING	UNIT	QUANTITY	RATE	AMOUNT
5.1	Reconstruction of manhole benching for chamber size up to 1600mm diameter	Number	100		
5.2	Reconstruction of manhole benching for chamber size greater than 1600mm diameter	Number	100		
6.	TRENCHING	UNIT	QUANTITY	RATE	AMOUNT
6.1	Excavation and Backfilling of trenches (Normal conditions)	m ³	80 000		
6.2	Excavation and backfilling of trenches (Wet and clayey conditions)		40 000		
7.	SEWER PIPE INSPECTION	UNIT	QUANTITY	RATE	AMOUNT
7.1	Sewer Pipe inspection using CCTV Camera	m	20 000		

11.ALL MUNICIPALITY BIDDING DOCUMENTS (MBD) FORMS/FORM OF CONTRACT

SCM to ensure inclusion of the documents

12. MARKET ANALYSIS

The City of Tshwane reserves the right to conduct a market analysis. Should the City exercise this option, where a service provider offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the service provider to determine if it will be able to deliver on the price. If a service provider confirms that it cannot, the service provider will be disqualified based on being non-responsive. If the service provider confirms that it can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract, including performance warnings and listing on the database of restricted suppliers.

The City of Tshwane further reserves the right to negotiate a market-related price with the service provider that scored the most points. If the service provider does not agree to a market-related price, the City reserves the right to negotiate a market-related price with the service provider that scored the second-most points. If the service provider that scored the second-most points does not agree to a market-related price, the City will negotiate a market-related price with the service provider that scored the third-most points. If a market-related price is not agreed, the City reserves the right to cancel the tender.

13.DRAFT SERVICE LEVEL AGREEMENTS

Specification to be accompanied by draft service level agreements

Part 9 - Service Level Agreement

SERVICE LEVEL AGREEMENT

entered into between

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

(Hereafter referred to as the “**City**”)

Herein Represented by:

In his/ her capacity as: **The City Manager**

(Duly authorised hereto)

AND

.....
(Hereafter referred to as the “**SERVICE PROVIDER**”)

Herein Represented by:

In his/ her capacity as:.....

(Duly authorised hereto)

Part 9 - Service Level Agreement
SERVICE LEVEL AGREEMENT

entered into between

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

a municipality as described in section 2 of the Local Government: Municipal Systems Act, 2000 and as contemplated in section 155 of the Constitution of the Republic of South Africa, 1996 as a category A municipality, or the Assignee, if applicable, herein represented by in his capacity as City Manager duly authorised thereto under and by virtue of a resolution passed on, and who by his/ her signature hereto warrants that he/she is properly authorised to sign this Agreement.

(Herein referred to as the “**CITY**”)

AND

Service

Provider.....

Registration Number

Herein represented by, in his/ her capacity as duly authorised thereto under and by virtue of a resolution of the Board passed on(DATE), a copy of which is annexed as Annexure “**B**”, and who by his signature hereto warrants that he is properly authorised to sign this Agreement

(Herein referred to as the “**SERVICE PROVIDER**”)

Part 9 - Service Level Agreement

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RECORDAL:

WHEREAS the City of Tshwane requires to appoint service providers for the supply, delivery, offloading, install and commissioning of new standby generator sets, as well as a maintenance contract for routine maintenance and repair of the standby generator sets, as and when required over a three (3) year period

AND WHEREAS the City wishes to appoint as a service provider;

AND WHEREAS the service provider wishes to provide such services;

AND WHEREAS the service provider has indicated that it has the necessary expertise, skills and capabilities to provide the service;

NOW THEREFORE the Parties have agreed to enter into this Agreement, in terms of which(**SP**) shall provide the Services in the Service Areas and/or Delivery Area and provide maintenance and support thereof, to the City in accordance with the terms and subject to the conditions of this Agreement:

Part 9 - Service Level Agreement

1 DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this introduction, bear the meanings ascribed to them:

1.1 **“Agreement”** means this Service Level Agreement and shall include any annexures and/or schedules and/or attachments and/or appendices and/or any addenda hereto or incorporated herein by reference, as amended from time to time;

1.2 **“Business Day”** means any day from Monday to Friday excluding Public Holidays as defined in the Public Holidays Act 36 of 1994 (“Public Holidays Act”) as amended from time to time;

1.3 **“Business Week”** means five consecutive Business Days, excluding Public Holidays as defined in the Public Holidays Act;

1.4 **“City”** means the City of Tshwane Metropolitan Municipality, a metropolitan municipality established in terms of section 12 of the Local Government: Municipal Structures Act 117 of 1998;

1.5 **“Contact Persons”** means persons identified by the Parties as persons who are responsible for the execution of the Agreement and whose names are set out in clause 34 below and who can be substituted in writing from time to time;

1.6 **“Contract Price”** shall mean the amount reflected as the contract price in clause 9 below;

1.7 **“Contract Period”** means the contract period as reflected on Annexure **“A”**;

1.8 **“Effective Date”** means notwithstanding the Signature Date,

1.9 **“GCC”** shall mean the General Conditions of Contracts as stated in the Government Procurement: General Conditions of Contract July 2010;

1.10 **“Goods”** shall mean the Services related goods to be procured by the City from time to time as sated in clause 8 below and the Appointment Letter attached herewith as Annexure **“A”**;

Part 9 - Service Level Agreement

1.11 “**Intellectual Property**” means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world, introduced and required by either Party to give effect to their obligations under this Agreement, owned in whole or in part by, or licensed to either Party prior to the Commencement Date or developed after the Commencement Date, and includes all further additions and improvements to the Intellectual Property, otherwise pursuant to this Agreement;

1.12 “**Month**” means a calendar month;

1.13 “**Parties**” means the City and Service Provider and “**Party**” means either of them as the context requires;

1.14 “**Order**” means an official written order issued for the supply of Goods and or Services under this Agreement;

1.15 “**Services**” means services to be provided by the Service Provider to the City as detailed in clause 8 below;

1.16 “**Service Provider**” means a company duly incorporated in accordance with the company laws of the Republic of South Africa with company registration number;

1.17 “**Signature Date**” means the date of signature of this Agreement by the Party signing last;

1.18 “**Subcontract**” means any contract or agreement or proposed contract between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Services or any part thereof;

1.19 “**Subcontractor**” means the third party with whom the Service Provider enters into a Subcontract;

1.20 “**Tax Invoice**” means the document as required by section 20 of the Value Added Tax Act 89 of 1991, as amended from time to time; and

Part 9 - Service Level Agreement

1.21 “**VAT**” means Value Added Tax as defined in terms of the Value Added Tax Act of 1991.

2 INTERPRETATION

2.1 Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this Agreement.

2.2 Unless the context clearly indicates a contrary intention, any word connoting:

2.2.1 any singular shall be deemed to include a reference to the plural and vice versa;

2.2.2 any one gender shall be deemed to include a reference to the other two genders; and

2.2.3 a natural person shall be deemed to include a reference to a legal or juristic person.

2.3 The expiry or termination of this Agreement shall not affect provisions of this Agreement which expressly provide that they will operate after any such expiry or termination of this Agreement. Provisions of necessity shall continue to have been effective after such expiry or termination of this Agreement, notwithstanding that the clauses themselves do not expressly provide for this.

2.4 The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that Agreement shall not apply.

2.5 The provision of this Agreement shall be read in conjunction with the provisions of the Government Procurement General Conditions of Contracts (“GCC”) 2010 as if they are incorporated herein.

2.6 Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.

Part 9 - Service Level Agreement

2.7 Any reference to any legislation is a reference to such legislation as at the Signature Date and as amended or re-enacted, from time to time.

2.8 If any provision in a definition is a substantive provision conferring any rights or imposing any obligations on any party, then notwithstanding that, it is only in this interpretation clause, effect shall be given to it as if it were a substantive provision in this Agreement.

3 APPOINTMENT

The City hereby appoints the Service Provider, who accepts such appointment, as per the Appointment letter dated attached herewith as Annexure “A” to provide the Services in accordance with the terms and subject to the conditions of this Agreement.

4 PURPOSE OF THE AGREEMENT

4.1 The Purpose of this Agreement is to:

4.1.1 formalise and regulate the working relationship between the Parties;

4.1.2 set out the roles and responsibilities of the Parties; and

4.1.3 define process and procedures to be followed by the Parties.

Part 9 - Service Level Agreement

5 RELATIONSHIP

Nothing in this Agreement shall constitute, or be deemed to constitute a partnership or joint venture between the Parties. Furthermore the Service Provider acknowledges and agrees that its status under this Agreement is that of an independent service provider and its status shall in no way be deemed to be that of an agent or employee of the City, for any purpose whatsoever, and the Service Provider shall have no authority or power to bind the City or to contract in the name of the City, or create a liability against the City in any way or for any purpose.

6 DURATION

This Agreement shall commence on the Effective Date and shall subsist for a period of 3 (three) years, unless terminated earlier pursuant to clause 31 below.

7 CONTACT PERSON

7.1 The work to be performed by the Service Provider hereunder will be supervised by City's Contact Person.

7.2 The Parties shall notify each other, in writing from time to time, of the details of their nominated Contact Person.

7.3 The Contact Persons shall liaise and update each other on the progress of the Services rendered and shall endeavor to resolve and remedy any problems or disputes that may arise in relation to the Services.

7.4 Either Party may substitute a Contact Person at its discretion provided that each Party shall give the other Party reasonable notice of such substitution and will provide replacement employees of equivalent ability.

7.5 Without derogating from the foregoing, should either Party replace a Contact Person for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that the suitable period of hand-over and overlap takes place, at its cost, between the new and the encumbered Contact Person.

Part 9 - Service Level Agreement

8 SCOPE OF GENERAL SERVICES

8.1 The Service Provider shall, for the duration of this Agreement, provide the Services in terms of the Appointment Letter and as outlined fully in the Scope of Work, including but not limited to:

8.1.1 perform supply, installation, commissioning and maintenance of stand-by generator set in the City of Tshwane (CoT) area of supply, as and when required for a three-year period.

9 PRICE AND PAYMENT

9.1 The City shall pay to the Service Provider as stated in the Appointment Letter attached and or in terms of the Scope of Work attached herein as **Annexure “C”**.

9.2 All payments under this Agreement shall be made by electronic fund transfer or other forms of payment as the Parties may agree from time to time, upon receipt of valid and undisputed Tax Invoices and month-end statements together with the supporting documentation from the Service Provider, once the undisputed Tax Invoices or such portion of the Tax Invoices which are undisputed become due and payable.

9.3 All amounts and other sums payable in terms of this Agreement and Schedules hereto will be stipulated exclusive of VAT, unless expressly stated otherwise.

9.4 Unless otherwise provided in the Schedules, valid Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by The City within 30 (thirty) days after the date of receipt by The City of the Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation, but in any event not later than 90 (ninety) days of receipt of such statement.

9.5 There shall be no interest levied on a Tax Invoice that is in dispute between the Parties.

Part 9 - Service Level Agreement

9.6 The City shall pay the amount reflected on a Tax Invoice once the City's Contact Person has verified that the Services set out in a schedule have been rendered and the Tax Invoice amount has been approved by the City.

9.7 All Tax Invoices shall be addressed to the City' Contact Person.

9.8 All payments shall be transferred, by the City to the Service Provider electronically into the Service Provider's bank account, the details of which are set out below:

Bank:
Account type:
Account No:
Branch No:

9.9 Failure to comply with the clauses above may result in late payment of the total amount of an invoice by the Service Provider to the City. The City shall not be liable for any costs or damages suffered by the Service Provider as a result of such late payment.

9.10 If the City fails to make payment in accordance with the Agreement or fails to comply with any provisions of any Order issued under this Agreement, the Service Provider reserves the right to cancel any undelivered portion of the Goods and/or to suspend the Services, and the City shall remain responsible for the completed and partly completed work up to the date of such cancellation.

10 PRICE RESTRUCTURING

10.1 The Service Provider shall be subject to a price review every year.

10.2 The City shall embark on a benchmarking exercise every 12 (twelve) months where the City shall benchmark the Service Provider's Contract Price against the prevailing market rates.

10.3 In the event it emerges that the Service Provider's charges in respect of the Contract Price and other charges under this Agreement are materially higher than the reasonable benchmark ascertained by the City or that the City can acquire

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similar Services of a like quality from another supplier at a total delivered cost that is lower than the total delivered cost of the Services acquired hereunder from the Service Provider, the City shall have the right to notify the Service Provider of such total delivered cost and the Service Provider shall have an opportunity to adjust the Contract Price and any other charges hereunder, on such a basis as to result in the same total delivered cost to the City, within 30 (thirty) calendar days of such notice.

10.4 If the Service Provider fails to do so or cannot legally do so, The City may:

10.4.1 acquire the Services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of the City and the Service Provider hereunder shall be reduced accordingly;

10.4.2 terminate this Agreement without any penalty, liability or further obligation; or

10.4.3 continue under this Agreement.

10.5 Within 30 (thirty) calendar days of a notice by the City or at any time the City so requests, the Service Provider shall certify in writing to the City that it is in compliance with this clause and shall provide all information that the City reasonably requests in order to verify such compliance.

11 SERVICE LEVELS

11.1 The Service Provider recognizes that the City has entered into this Agreement relying specifically on the Service Provider's representations regarding service levels including, *inter alia*:

11.1.1 capacity allocations in accordance with the Service to be provided;

11.1.2 all work to be performed and Services rendered under this Agreement shall comply with industry norms and best practice acceptable within the Services industry and shall be executed by the Service Provider to the total satisfaction of the City.

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11.1.3 The Service Provider shall provide suitably qualified and trained employees to provide the Services to the City in terms of this Agreement, and shall allocate, in its discretion employee resources in accordance with the technical skill and knowledge required, provided that any exercise of such discretion by the Service Provider shall not negatively impact on the provision of the Services by the Service Provider to the City, and shall allocate employees with the technical skill and knowledge onsite at the City at all times during normal working hours, if the City so requires.

11.1.4 Amongst others, the Service Provider shall comply with and provide the Services as set out in clause 8 above.

12 WITHHOLDING OF PERFORMANCE

The Service Provider may not under any circumstances, including, without limitation, non-payment by the City, withhold any Services from the City during the currency of this Agreement, unless it validly terminates this Agreement in terms of clause 30 below.

13 PENALTY

13.1 Should the Service Provider fails to comply with its obligations in terms of this Agreement, the City may impose a penalty on the Service Provider in terms of clause 13.3 below.

13.2 The City shall provide the Service Provider with a written notice requiring the Service Provider to remedy the default within 7 (seven) days from the date of delivery of the notice.

13.3 Should the Service Provider fail to remedy the default within 7 (seven) days after receiving the notice, then the City shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the City and without further notice, impose 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 not exceeding 10% of the total Contract Price. The City may also consider termination of

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the Agreement as stated in clause 31 of this Agreement once the maximum penalty amount related to delays has been reached. .

13.4 Should there be a dispute as to whether the failure to deliver was caused by the City or was the Service Provider's fault such dispute shall be dealt with in accordance to clause 31 below.

14 ACCESS

14.1 The City shall allow the Service Provider reasonable access to its premises, provided that:

14.1.1 access is related to the Services to be provided by the Service Provider; and

14.1.2 the Service Provider adheres to all rules, regulations and instructions applicable at City's premises.

14.2 The Service Provider is required to notify City monthly of employees who are to provide Services at the Service Areas and/or Delivery Areas.

14.3 The City shall grant the Service Provider and/or its employees, referred in clause 14.2 above, access to its premises to perform its obligations in terms of this Agreement.

14.4 The Service Provider and its employees shall at all time when entering the premises and/or Service Areas and/or Delivery Areas of the City comply with all rules, laws, regulations and policies of the City.

15 DELIVERY OF GOODS

15.1 The Service Provider shall deliver the Goods on the Delivery Date.

15.2 Should the Service Provider be unable to deliver the Goods on the Delivery Date, the Service Provider shall inform the City of its inability to deliver the Goods,

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the reason thereof, and shall provide the City with a reasonable alternative Delivery Date which in any event shall not be more than 14 (fourteen) days from the original Delivery Date.

15.3 In the event that the Service Provider is unable to deliver the Goods on the Delivery Date 3 (three) times in a period of 6 (six) months, then the City shall be entitled to terminate this Agreement by giving the Service Provider 1 (one) month's written notice to terminate.

15.4 Upon delivery of the Goods by the Service Provider, the City's contact person shall sign the delivery document provided by the Service Provider as acknowledgement of receipt of the Goods. Such acknowledgement of receipt shall not constitute an acceptance:

15.4.1 that the Goods were received in good condition;

15.4.2 that the Goods were free of any defects;

15.4.3 that the Goods were fit for the purpose for which they were purchased;
and/or

15.4.4 of any terms and conditions of the delivery document.

15.5 In the event that the City notifies the Service Provider, within five (5) Business Days, that the Goods delivered are not in accordance with the order, the City shall be entitled to return the Goods to the Service Provider at the Service Provider's cost and the Service Provider shall deliver the replacement Goods ordered within five (5) Business Days of taking delivery of the defective Goods.

15.6 The Service Provider shall bear all risk of loss or damage to the Goods until they are delivered to the City's named place of destination, and transfer of ownership of the Goods shall pass from the Service Provider to the City only when all payments have been made in full.

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16 DEFECTIVE GOODS

16.1 The Service Provider shall verify whether the Goods received are in order and without any defects.

16.2 In the event that the City realises that the Goods have any defect, the City shall inform the Service Provider in writing within 5 (five) days of becoming aware of the defect ("Notice of Defect").

16.3 Upon receipt of the Notice of Defect, the Service Provider shall immediately deliver replacement Goods to the City within 14 (fourteen) Business Days of receiving the Notice of Defect referred to in clause 16.2 above and replace the defective Goods.

16.4 The cost of returning and replacing the defective Goods shall be borne by the Service Provider.

16.5 The Service Provider shall be responsible for the replacement amount of any parts of the Goods that are to be replaced in terms of this Agreement.

17 AMENDMENT OR CANCELLATION OF PURCHASE ORDER

The City is entitled to cancel an order, reschedule delivery of the Goods or change the Delivery Area and Delivery Date on fourteen (14) days written notice to the Service Provider.

18 INSPECTION

18.1 The City may at any time inspect the Goods and/or Services levels of the Service Provider in terms of this Agreement.

18.2 If the City is, at any time, dissatisfied with the service levels then the Service Provider shall, within 7 (seven) days, notify the Service Provider in writing of the failure or default.

18.3 The Service Provider shall immediately upon receipt of written demand by the City, remedy such failure or default, within 7 (seven) Business Days from the date of receipt of the notice, free of charge.

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18.4 Should the Service Provider fail to remedy the failure or default referred to above then the City shall have the right to impose penalties as provided for in clause 12 above or invoke the provisions of clauses and/or clause 30 below.

18.4.1 To enable the City to determine whether the Goods and/or Services rendered in terms of this Agreement are being complied with the Service Provider shall:

18.4.1.1 provide the City with such information as it may reasonably require;

18.4.1.2 allow the City to inspect and take copies of any records of the Service Provider relating to the Goods and/or Services, including all hardware, software, data, information, visuals, procedures, event logs, transaction logs, audit trails, books, records, contracts and correspondence;

18.4.1.3 allow the City or its authorised representatives to conduct interviews with any of the Service Provider's employees, subject to reasonable notice being given to the Service Provider.

18.5 Service Provider to Provide Reasonable Assistance

18.5.1 Where any information is required for inspection in terms of this clause and the information is kept in a computer, the Service Provider shall give the City reasonable assistance required to facilitate inspection and obtain copies of the information in a visible and legible form or to inspect and check the operation of any computer and any associated apparatus or material that is or has been in use in connection with the keeping of the information.

18.5.2 Any information required to be provided to the City pursuant to this clause 18 shall be provided by the Service Provider, as the case may be in such form (including a form otherwise than in writing) as the City may reasonably specify.

18.5.3 The cost of any inspection contemplated in terms of this clause 18 shall be for the account of the City unless any material irregularity or failure on the part of the Service Provider is determined by City in the course of such inspection.

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18.6 The inspection contemplated in this Agreement will be conducted:

18.6.1 during normal business hours;

18.6.2 save where the circumstances justify it, on reasonable notice to the Service Provider; with the minimum interference in the provision of the Goods and/or Services and the Service Provider's other operations.

19 MAINTENANCE AND SUPPORT

The Maintenance contract of the generator sets shall commence after the warrantee period has lapsed on the new units and will commence immediately on the existing units on the City of Tshwane's network.

20 TRAINING

If required, the Service Provider shall after delivery and installation of the Goods, and as part of Maintenance And Support, ensure that the City's nominated employees, from time to time, receive the required and necessary training relating to the nature, purpose and appropriate use of the Goods.

21 SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES AND LIABILITIES

21.1 Service Warranties

21.1.1 The Service Provider warrants that in relation to each Service provided in terms of this Agreement:

21.1.1.1 it has full capacity and authority to enter into and perform this Agreement, and that this Agreement is executed by duly authorised representatives of the Service Provider;

21.1.1.2 it possesses or has access to the requisite knowledge, skill and experience to provide the Services in an expert manner;

21.1.1.3 it will discharge its obligations under this Agreement and any annexure, appendix or Schedule hereto with all due skill, care and diligence;

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21.1.1.4 all work performed and Services rendered under this Agreement shall comply with prevailing practice, standards and specifications within the industry;

21.1.1.5 it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;

21.1.1.6 the use or possession by the City of any Materials will not subject the City to any claim for infringement of any Intellectual Property Rights of any third party;

21.1.1.7 with promptness and diligence and in a skilful manner and in accordance with the practices and professional standards of operations while performing Services and/or delivering Goods and/or similar to the Services and/or Goods;

21.1.1.8 which Services and/or Goods will in all aspects comply with industry norms and best practice to the satisfaction of the City with regard to materials and workmanship; ;

21.1.1.9 using and adopting any standards, processes and procedures required under this Agreement;

21.1.1.10 warranting that it shall employ suitably qualified and trained employees to provide the Services and/or Goods to the City and it shall allocate employees in accordance with the technical skill and knowledge required;

21.1.1.11 free from any defects in material and workmanship;

21.1.1.12 maintaining and causing to be maintained the highest standard of workmanship and care in undertaking the Services and/or processing the Goods;

21.1.1.13 maintaining and caused to be maintained the highest standard of care and diligence in providing the Services, maintenance and support;

21.1.1.14 ensuring that all applicable laws are observed;

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21.1.1.15 without derogating from the generality of the foregoing, strictly adhering to any or all laws, regulations and accepted procedures with regard to health, hygiene and the maintaining of the environment in the manufacture, packaging, labelling, identification, storage and transportation of the Goods.

21.1.1.16 guaranteeing that the Goods shall be in good working condition for the warranty and/ or maintenance period of the Goods, and that the Service Provider shall be responsible for the costs of repair of the Goods should the Goods require to be repaired to their normal use.

21.1.2 Defective workmanship or failure of the Goods and/or Services shall cease upon expiry of the period of maintenance, being the earlier of twelve (12) months after completion of the Services or eighteen (18) months from delivery of the Goods to the site. Such liability shall be in lieu of any liability implied by law and shall be limited to the repair or replacement, at the election of the Service Provider, of the defective portion of the Goods and/or Services, where after the Service Provider shall have no further liability of whatsoever nature towards the City.

21.2 Indemnity

21.2.1 The Service Provider hereby indemnifies the City against any claim which may be brought against the City by the Service Provider's personnel or a third party arising from the execution of this Agreement alternatively which arises against the City as a result of the Service Provider's breach of any of the provisions of this Agreement, provided that the City shall notify the Service Provider in writing within a reasonable time, and in any event not less than 14 (fourteen) Business days of the City becoming aware of any such claim to enable the Service Provider to take steps to contest it and shall provide the Service Provider with such reasonable assistance as may be necessary to enable the Service Provider to defend the claim to the extent only that it is in a position to render such assistance. The Service Provider may, within 5 (five) Business Days of receipt of written notice from the City aforesaid, elect in writing to contest such a claim in the name of the City and shall be entitled to control the proceedings in regard thereto, provided that the Service Provider indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

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21.3 Limitation of Liability

21.3.1 Neither Party shall be liable to the other party for loss of use of any works, loss of profit, loss of contract or for any indirect or consequential loss or damages which may be suffered by the other party in connection with this Agreement.

21.3.2 Notwithstanding anything to the contrary contained or implied in the applicable conditions of contract, and in no event, whether as a result of breach of contract, indemnity, warranty, delict (including negligence), strict liability, or any other cause arising, shall the Service Provider's total liability to the City, or its insurers, for any loss or damage arising out of, or resulting from an Order issued under this Agreement or from the performance or breach thereof, or from the Goods and/or Services furnished hereunder, exceed 100% of the specific Order value.

22 SERVICE PROVIDER'S PERSONNEL

22.1 Liability for Criminal Acts of Employees

The Service Provider shall be liable to the City for any loss that the City or any third party may suffer as a result of any theft, fraud or other criminal act of any employee of the Service Provider which arises within the course and scope of such employees' employment with the Service Provider.

22.2 Character of Employees

22.2.1 Due to the confidential nature of certain aspects of the Services and the position of trust which the Service Provider's employees will fulfil, the Service Provider hereby undertakes to use its best commercial endeavours to ensure that it only assigns to the City employees who are fit and proper persons and who display the highest standards of personal integrity and honesty and who have not, to their knowledge, being convicted of any crime.

22.2.2 The Service Provider shall, at its own cost, conduct all reasonable background checks into members of its employees prior to utilizing same to provide the Services in terms of this Agreement.

22.2.3 The City shall conduct all reasonable background checks into the Service Provider's employees from time to time, where it deems it necessary to do so.

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23 STATUTORY AND EMPLOYMENT ISSUES

23.1 The Service Provider shall comply with all employment legislation

23.1.1 The Service Provider warrants that it has full knowledge of all relevant statutory, collective and other stipulations applicable to the relationship with its personnel and its relationship with the City. This includes, but is not limited to, the Labour Relations Act, the Basic Conditions of Employment Act, 1977, the Employment Equity Act, 1998 and any other applicable employment legislation currently in force.

23.1.2 The Service Provider warrants further that it is not and will not in future be in contravention of any of the provisions of any such legislation and in the event of such contravention, the Service Provider shall immediately take all steps to remedy such contravention. If the City advises the Service Provider of any contravention of such legislation in writing, the Service Provider shall, within 10 (ten) days after receipt of such notice, take all steps necessary to remedy such contravention and shall keep the City informed regarding the steps taken and the implementation and the result thereof.

23.2 No employment

The Service Provider warrants that none of its personnel shall be regarded as employees of the City. The Service Provider shall assist to defend and bear all costs in the event that the City is required to defend a claim, whether civil or employment related, instituted against it by the Service Provider's personnel should the City defend the matter, the Service Provider hereby indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

23.3 Occupational Health and Safety Act, 1993

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The Service Provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 and it indemnifies the City against any claim which may arise in respect of such Act by its personnel against the City.

24 SUB-CONTRACTING

24.1 The Service Provider may not Subcontract the whole of or any portion of the Services in terms of this Agreement to any third party without the prior written consent of the City.

24.2 In the event the Service Provider wishes to Subcontract the whole of or any portion of the Services in terms of this Agreement, it shall apply to the City in writing for consent to do so.

24.3 In its application, the Service Provider shall give the name of the Subcontractor, the Subcontractor's obligations, the proposed date of commencement of the Subcontract which shall include the fees payable to the Subcontractor, and a report of the background security check on the Subcontractor's suitability, financial and otherwise.

24.4 The City may, in its sole and absolute discretion refuse consent to Subcontract. In the event the City approves the Subcontracting of the whole of or any portion of the Services in terms of this Agreement, then:

24.5 the Service Provider shall ensure that the Subcontractor's B-BBEE level is equal or better than that of the Service Provider, their price is competitive and they have the capacity to provide the Service;

24.6 such Subcontracting shall not absolve the Service Provider from responsibility for achieving the Service Levels or complying with its obligations in terms of this Agreement and the Service Provider hereby indemnifies and holds the City harmless against any loss, harm or damage which the City may suffer as a result of such Subcontracting;

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24.7 the Service Provider shall at all times remain the sole point of contact for the City in respect of the acquisition of Services by the City; and

24.8 no such Subcontracting shall have any effect on the Contract Price and charges payable by the City to the Service Provider in terms of this Agreement.

25 CONFIDENTIALITY

25.1 The Service Provider acknowledge that all information relating to the City confidential business and technical information, data, documents or other information necessary or useful for the carrying on by the City of its business which shall include, but shall not be limited to operating procedures, quality control procedures, approximate operation personnel requirements, descriptions and trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers, relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in whole or in part, used by the City in respect of its business; (**"Confidential Information"**), shall remain confidential and shall not be made known unless the City has given written consent to do so.

25.2 The information provided by the City in the context of this Agreement is Confidential Information and the Service Provider shall take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided.

25.3 The Service Provider undertakes to not disclose any such Confidential Information. However, there will be no obligation of confidentiality or restriction on use where:

25.3.1 the information is publicly available, or becomes publicly available otherwise than by action of the receiving Party; or

25.3.2 the information was already known to the receiving Party (as evidenced by its written records) prior to its receipt under this or any previous agreement between the Parties or their affiliates; or

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25.3.3 The information was received from a third Party not in breach of an obligation of confidentiality.

26 INTELLECTUAL PROPERTY RIGHTS

26.1 All Intellectual Property Rights of the Service Provider and/or third party vest in the Service Provider and/or third party, as appropriate.

26.2 All rights in the City name and logo remain the absolute property of the City.

26.3 The Service Provider warrants that no aspect of the Services provided in terms thereof will infringe any Patent, Design, Copyright, Trade Mark or trade secret or other proprietary right of any third party.

26.4 The Service Provider shall promptly notify the City, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to an infringement, or any actions, claims or demands in relation to any Intellectual Property Rights.

26.5 In the event the City becomes aware of any such infringement, the Service Provider shall, at its cost, defend the City against any claim that the Services infringe any such third party Intellectual Property Rights, provided that the City gives notice to the Service Provider of such claim and the Service Provider controls the defence thereof. The Service Provider further indemnifies the City against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the City in any action which is attributable to such claim and will reimburse the City with all costs reasonably incurred by the City in connection with any such action.

26.6 Should any claim be made against the City by any third party in terms of clause 26.1 above, the City shall give the Service Provider written notice thereof within 3 (three) days of becoming aware of such claim to enable the Service Provider to take steps to contest it.

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26.7 Should any third party succeed in its claim for the infringement of any third party proprietary rights, the Service Provider shall, at its discretion and within 30 (thirty) days of the Services having been found to infringe, at its own cost:

26.7.1 obtain for the City the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or

26.7.2 replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or

26.7.3 alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or

26.7.4 withdraw the subject of infringement.

27 FORCE MAJEURE

27.1 For the purposes hereof, Force Majeure shall mean civil strife, riots, insurrection, sabotage, national emergency, acts of war of public enemy, rationing of supplies, flood, storm, fire or any other like forces of nature beyond the reasonable control of the party claiming Force Majeure and comprehended in the terms thereof.

27.2 If Force Majeure causes delays in or failure or partial failure of performance by a Party of all or any of its obligations hereunder, this Agreement shall be suspended for the period agreed in writing between the Parties.

27.3 In the event of circumstances arising which the other Party believes that it constitutes a Force Majeure ("the Affected Party") then such Affected Party shall send, within 5 (five) days from the interrupting circumstances, a written notice of the interrupting circumstances specifying the nature and date of commencement of the interrupting event to the other Party. The Parties shall agree, in writing, to suspend the implementation of this Agreement for a specific period ("Agreed Period").

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27.4 In the event that both Parties reasonably believe that the Affected Party shall be unable to continue to perform its obligations after the Agreed Period, then either Party shall be entitled to terminate this Agreement without further notice to the other Party.

27.5 The Party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such party shall give notice to that effect with a written notice of the interrupting circumstances as provided above, to extend the period of this Agreement by a period equal to the time that its performance is so prevented.

28 CESSATION

The Service Provider shall not be entitled to cede or assign or transfer in any other way and/or alienate its rights and obligations in terms of this Agreement without the prior written consent of the City.

29 CHANGE OF CONTROL / CIRCUMSTANCE

29.1 The Service Provider shall notify the City, in writing, of any change in the Service Provider's shareholding or membership or any change in the Service Provider's subsidiary companies or holding or its affiliates.

29.2 The Parties agree that should there be a change as envisaged in clause 29.1 above, the City shall have the opportunity to renegotiate the terms of this Agreement with the 3rd party.

29.3 The Service Provider shall further notify the City of any material changes or circumstance which might have led the City to appoint the Service Provider to Provide the Goods and/or Services. In the event that any material change or circumstance occurs and the Service Provider fails to inform the City of such a change or circumstance, the Service Provider shall be deemed to have breached a material term of this Agreement and the City shall be entitled to cancel the Agreement on 1 (one) month's prior notice.

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30 BREACH

30.1 Subject to clause 29.3 above, should either Party commit a breach of any term of this Agreement (“the Defaulting Party”) then the affected party (“Aggrieved Party”) shall be entitled to inform the Defaulting Party in writing to remedy such failure or default within 5 (five) Business Days and should the Defaulting Party fail to remedy the breach within 5 (five) Business Days after receipt of the notice the so Aggrieved Party shall be entitled, without prejudice to any of its rights under this Agreement or law to:

30.1.1 immediately terminate this Agreement without giving written notice and claim damages (which shall include legal costs on an attorney/client scale); or

30.1.2 request specific performance and claim damages (which shall include legal costs on an attorney/client scale); or

30.1.3 impose penalties as provided for in clause 13 above.

31 EARLY TERMINATION

The City shall have the right to terminate this Agreement by giving 30 (thirty) days’ notice in writing to the Service Provider of its intention to terminate the Agreement.

32 DISPUTES

32.1 Save for clause 30 above or any other clause in this Agreement which provides for its own remedy, should any dispute arise between the Parties in respect of or pursuant to this Agreement, including, without limiting the generality of the foregoing, any dispute relating to:

32.1.1 the interpretation of the Agreement;

32.1.2 the performance of any of the terms of the Agreement;

32.1.3 any of the parties' rights and obligations;

32.1.4 any procedure to be followed;

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32.1.5 the termination or cancellation or breach of this Agreement; or

32.1.6 the rectification or repudiation of this Agreement; then any Party may give the other Party written notice of such dispute, in which event the provisions below shall apply.

32.2 Within 7 (seven) days of the declaration of such dispute, the Parties representatives or their nominated persons shall meet in the spirit of goodwill and endeavour to resolve the dispute, failing which (and without prejudice to any other alternative dispute resolution to which the Parties may agree, either prior to or concurrently with arbitration) the provisions of this clause 32 above shall apply.

32.3 If the Parties are unable to resolve the dispute within 14 (fourteen) days of the notice of the dispute (or such longer period as they may have agreed to in writing), then either Party may, on written notice to the other Party, require that the dispute be submitted to and decided by arbitration, in terms of the Arbitration Act, 42 of 1965 of South Africa ("the Arbitration Act").

32.4 The arbitration shall be held under the provisions of the Arbitration Act provided that the arbitration shall be:

32.4.1 at any place which the Parties agree, in writing, to be mutually convenient.

32.4.2 in accordance with such formalities and/or procedures as may be settled by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery or respect rules of evidence.

32.5 If the arbitration is:

32.5.1 a legal matter, then the arbitrator shall be a practicing advocate or a practicing attorney of not less than 10 (ten) years' standing;

32.5.2 an accounting matter, then the arbitrator shall be a practicing chartered accountant of not less than 10 (ten) years' standing;

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32.5.3 any other matter, then the arbitrator shall be any independent person agreed upon between the parties.

32.6 Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the Parties, by the president for the time being of the Law Society of the Northern Provinces.

32.7 Should the Parties fail to agree whether the dispute is of a legal, accounting or other nature within 7 (seven) days after the arbitration has been demanded, then it shall be deemed to be a dispute of a legal nature.

32.8 The arbitrator may:

32.8.1 investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and for that purpose, shall have the widest powers of investigating all documents and records of any party having a bearing on the dispute;

32.8.2 interview and question under oath the parties or any of their representatives;

32.8.3 decide the dispute according to what he considers just and equitable in the circumstances; and

32.8.4 make such award, including an award for specific performance, damages or otherwise, as he in his discretion may deem fit and appropriate. The arbitration shall be held as quickly as possible after it is requested, with a view to it being completed within 30 (thirty) days after it has been so requested.

32.8.5 The arbitrator's decision and award shall be in writing with reasons and shall be final and binding upon the Parties.

32.8.6 The arbitrator's award may, on application by either Party to a court of competent jurisdiction and after due notice is given to the other Party, be made an order of court.

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32.8.7 Notwithstanding the provisions of clauses 32.1, 32.2, 32.3, 32.4, 32.5, 32.6, 32.7 above, in the event of either Party having a claim against the other Party for a liquidated amount or an amount which arises from a liquid documents, or for an interdict or other urgent relief, then the other Party having such a claim shall be entitled to institute action therefore in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other Party may dispute the claim.

32.8.8 The provisions of this clause 32 are severable from the rest of this Agreement and shall remain in effect even where this Agreement is terminated or cancelled for any reason.

33 LAWS AND JURISDICTION

33.1 This Agreement shall be governed by and interpreted according to the Law of the Republic.

33.2 Each Party submits to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this Agreement including its termination. Each Party further consents to the jurisdiction of the High Court of South Africa (North Gauteng High Court (Pretoria)).

34 NOTICES AND COMMUNICATIONS

34.1 The Parties choose as their respective *domicilium citandi et executandi* (hereinafter referred to as the “*domicilium*”) and for the delivery of any notices arising out of this Agreement or its termination or cancellation, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the address set out below:

34.1.1 THE CITY:

Office of the City Manager
Tshwane House
2nd Floor, Block D
320 Madiba Street
Pretoria, 0001

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P O Box 440
Pretoria, 0001
Fax: 086 214 9544
Attention:
Telephone:
Email:

34.1.2 **THE SERVICE PROVIDER:**

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

Attention:
Telephone:
Fax:
Email:

34.2 Each Party shall be entitled from time to time, by written notice to the other Party, to vary its *domicilium* to any other address which is not a Post Office Box or a Poste Restante.

34.3 Any notice given and any payment made by any Party to another Party (hereinafter referred to as “the addressee”) which:

34.3.1 is delivered by hand during normal business hours of the addressee at the addressee’s *domicilium*, shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

34.3.2 is posted by prepaid registered post to the addressee at the addressee’s *domicilium* shall be deemed, until the contrary is proved by the addressee, to have been received on the 7th (seventh) day after the date of posting.

34.3.3 is sent by email or facsimile machine shall be deemed, until the contrary is proven by the addressee, to have been received within 1 (one) hour of transmission where it is transmitted during business hours of the receiving instrument and at noon on the following business day (excluding Saturdays) where it is transmitted outside such business hours.

Part 9 - Service Level Agreement

34.4 Any notice or communication required or permitted in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by facsimile.

34.5 Notwithstanding anything to the contrary in this Agreement a notice or communication actually received by one Party shall be an adequate notice or communication notwithstanding that it was not sent to or delivered at the chosen *domicilium citandi et executandi*.

35 GENERAL AND MISCELLANEOUS

35.1 SOLE RECORD OF AGREEMENT

This Agreement constitutes the sole record of the agreement between the Parties with regard to the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

35.2 NO AMENDMENT EXCEPT IN WRITING

No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties. Any alleged waiver of this requirement must itself be reduced to writing and signed by the relevant Party to be of any effect.

35.3 WAIVERS

No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

35.4 SURVIVAL OF OBLIGATIONS

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

35.5 APPROVALS AND CONSENTS

Part 9 - Service Level Agreement

An approval or consent given by a Party under this Agreement shall only be valid if in writing and shall not relieve the other party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement. Any alleged waiver of the requirement that the approval or consent must be in writing must itself be reduced to writing and signed by the relevant Party to be of any effect.

36 EXECUTION

36.1 This Agreement may be executed in several counterparts, which shall each be deemed an original, but all of which shall constitute one and the same instrument. A facsimile shall constitute a valid counterpart for all purposes hereunder.

36.2 The signatories to this Agreement by their signature warrant their authority to enter into this Agreement and the capacity of their principal, if signing in a representative capacity, to enter into this Agreement.

Signed at _____ on this ____ day of _____ 20

For and on behalf of **THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

Duly represented by

City Manager

Signed at _____ on this ____ day of _____
20

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Part 9 - Service Level Agreement

Duly represented by

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