



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

EED 11-2024.25

TENDER DESCRIPTION:

THE TENDER FOR THE REFURBISHMENT OF THE CITY OF TSHWANE'S ELECTRICAL DISTRIBUTION TRANSFORMERS, MINIATURE SUBSTATION AND RING MAIN UNITS AS AND WHEN REQUIRED OVER A 3-YEAR PERIOD.

NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

Prepared by:
City of Tshwane Metropolitan Municipality
Tshwane House
320 Madiba Street
Pretoria CBD
0002
Tel: 012 358 9999

BID CLOSING DATE

24 APRIL 2025

Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.

“Note: Bidders are required to submit electronic copies of the bid either by memory stick together with the hard copy of the Bid/Proposals”



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: ENERGY AND ELECTRICITY

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
EED 11-2024.25	THE TENDER FOR THE REFURBISHMENT OF THE CITY OF TSHWANE'S ELECTRICAL DISTRIBUTION TRANSFORMERS, MINIATURE SUBSTATION AND RING MAIN UNITS AS AND WHEN REQUIRED OVER A 3-YEAR PERIOD.	Energy and Electricity	Thabang E. Selahle	Date: 11 April 2025 Venue: Princess Park electricity depot, Cafeteria Hall, 01 Nina Sita street, Pretoria Time: 10:00	24 April 2025 at 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE (www.tshwane.gov.za) and on the E-tender portal.

Each tender shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive together with the hard copy of the Bid/Proposals”

**Tshwane House
320 Madiba Street
Pretoria CBD
0002**

Documents must be deposited in the bid box not later than 10:00 on 24 April 2025

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Thabang E. Selahle (thabangse1@tshwane.gov.za or thabangse1@tshwane.gov.za)
- Supply chain enquiries: Mulondi Rasekgala (012 358 6636 or mulondin@tshwane.gov.za)

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

Bids received after the closing date and time will not be considered. The City of Tshwane does not bind itself to accept the lowest or any other bid in whole or in part.

INDEX

Number	Details	Document	Page
1.	Very important notice on disqualifications		
2.	Certificate of authority for signatory		
3.	Scope of work		
4.	Pricing schedule		
5.	Invitation to bid	MBD 1	
6.	Pricing schedule: Firm prices (purchases)	MBD 3.1	
7.	Pricing schedule: Non-firm prices (purchases)	MBD 3.2	
8.	Declaration of interest	MBD 4	
9.	Declaration for procurement above R10 million (all applicable taxes Included)	MBD 5	
10.	Preference points claim form in terms of the preferential procurement regulations 2022	MBD 6.1	
11.	Contract form: Purchase of goods or works	MBD 7.1	
12.	Contract form: Rendering of services	MBD 7.2	
13.	Declaration of past supply chain management practice	MBD 8	
14.	Certificate of independent bid determination	MBD 9	
15.	General conditions of contract		
16.	Service-level agreement		

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette* 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil or Tippex corrections were made, or any other colour ink. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state;
 - 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
 - ii. who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.
10. Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.
11. All MBD documents fully completed (i.e. no blank spaces) and fully signed? By the authorized personnel.
12. False or incorrect declarations on any of the MBD documents will result in the rejection of the bidder.

- 13 It is the responsibility of the bidder to disclose in MBD4 any interest in any other related companies or business whether they are bidding for this contract. Failure to disclose this interest will result in the rejection of the bid.
- 14 Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)
- i. Where the bidder bid as a Joint Ventures (JV), the required or relevant documents under administrative requirements must be provided/submitted for all JV parties. (These include MBD4, MBD5, MBD8, MBD 9, CSD and/ or SARS pin, Confirmation that the bidder's municipal rates and taxes are up to date.)
 - ii. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.
 - iii. It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from City of Tshwane.
 - iv. JV agreement must be complete, relevant and signed by all parties.

Failure to comply with the above will lead to immediate disqualification.

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

A. COMPANY

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on 20.....,
Mr/Ms has been duly
authorised to sign all documents in connection with
Bid Number

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....		
.....		
.....		

We, the undersigned partners in the business trading as, hereby authorise to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

.....		
Signature	Signature	Signature

.....		
Date	Date	Date

C. ONE-PERSON BUSINESS

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

.....	
Signature	Date

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on 20..... at
....., Mr/Ms, whose
signature appears below, has been duly authorised to sign all documents in
connection with Bid Number

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

 2.

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Ms , authorised signatory of the company..... , acting in the capacity of the lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

SPECIFICATION OR TERMS OF REFERENCE



ENERGY AND ELECTRICITY DEPARTMENT

The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3-year period.

BID NUMBER

(EED 11-2024.25)

1. INTRODUCTION AND PURPOSE

The City of Tshwane wants to invite bidders to tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main as and when required over a 3-year period.

2. BACKGROUND

The City of Tshwane's Utility Service Department is responsible for providing the Tshwane communities with electricity and associated services. The City of Tshwane's objective is to employ service providers to refurbish electrical equipment and repair those that have been damaged and yet the equipment still has value.

The appointed service provider is to collect materials from the City of Tshwane's stores, carry out the repair work on site under safe working conditions and conduct the required test according to the relevant South African National Standards (SANS) standards of the equipment.

3. PROJECT SCOPE

3.1. SCOPE

This specification makes provision for refurbishment of City of Tshwane's distribution transformers, miniature substation and ring main units that is in the electricity network or the stores. The scope will require the appointed service

provider to work on equipment that is on site, conduct the repair work at the store or at the service providers work premises as and when required over a three (3) year period.

All the work must be pre-approved by the electricity depot's Deputy Director/ Director before commencement of the work.

Any work that is to be carried out on site must always be conducted in the presence of the City of Tshwane's official under safe working conditions

3.2. NORMATIVE REFERENCES AND DEFINITIONS

3.2.1. Definitions

a.c.: Alternating current
CoT: City of Tshwane
CB: Circuit breaker
d.c.: Direct current
IAC: Internal Arc classification
LV: Low Voltage
MSS: Miniature Sub-station
MV: Medium Voltage
NRS: National Regulatory Services
OEM: Original Equipment Manufacturer
RMU: Ring main unit
SP: Service provider
SD: Switch disconnector
SANS: South African National Standards
SF6: Sulphur hexafluoride

3.2.2. Normative references

The latest edition of the standards below shall apply;

Occupational Health & Safety Act 85 of 1993

SANS 780: Distribution transformers

SANS1029: Miniature substations.

SANS1874: Switchgear - Metal-enclosed ring main units for rated a.c. voltages above 1 kV and up to and including 36 kV

SANS 1885: Metal-clad switchgear for rated a.c. voltages above 1kV and including 36kV.

SANS 60529 Degree of protection provided by enclosures

3.3. REQUIREMENTS

3.3.1. Section 1

All repair work shall be approved by the City of Tshwane's Director/ Deputy Director or delegated representative prior to execution.

Upgrading of MSS to comply with the SANS 1029 Internal Arc Classification (IAC) standards and site acceptance testing as specified in Section 1. Includes collect, delivery and offload of the miniature sub-station (MSS) to City of Tshwane's Supply Chain Management stores depot.

3.3.2. Section 2

All repair work shall be approved by the City of Tshwane's Director/ Deputy Director or delegated representative prior to execution.

Recondition of MSS and pole mounted distribution transformers and testing to comply with SANS 780 as specified in Section 2. This section includes working on site, collect, delivery and offload of the unit at the City of Tshwane's Supply Chain Management stores depot.

Bidders are required to tender on all items listed in the tender. Omission of any one item will result in the bidder being disqualified.

3.3.3. Section 3

All repair work shall be approved by the City of Tshwane's Deputy Director/ Director or delegated representative prior to execution.

Repair of damaged MSS and enclosures on site and supply and install new insulating mineral oil in oil-filled ring main unit (RMU) on site in accordance with the Original Equipment Manufacturer (OEM) and Occupational Health and Safety Act (OHSA) requirements. This section includes working on site, collect, delivery and offload of the unit to City of Tshwane's Supply Chain Management stores depot.

Bidders are required to tender on all items listed in the tender. Omission of any one item will result in the bidder being disqualified.

In the event that a unit is scrapped, the service provider shall provide the rate for transportation per kilometre for transporting the unit to the City of Tshwane's scrap yard. A signed approval from the Departmental Head shall be provided to the service provider prior to the unit being taken to the scrap yard.

Where the repair cost of each unit exceeds 60% of a new one, that unit will be scrapped. The value of new unit will be based on the City of Tshwane's existing contract of the new units at that particular period.

3.3.4. SCOPE FOR SECTION 1

This section of the specification covers the requirements for upgrading (conversion of oil RMUs to Sulphur hexafluoride (SF6) gas compact RMUs) of the City of Tshwane type B miniature substation (MSS) having power ratings up to and including 800kVA.

The medium voltage (MV) compartment of the upgraded MSS shall comply with the internal arc classification (IAC) requirements of SANS 1029.

The following work is required on each MSS:

- Load, off-load and transportation of the MSS to and from the City of Tshwane stores depots to the service providers (SP) workshop.
- Replacement of the oil-filled RMU with a new (SF6)gas-insulated (GIS) RMU.
- Replacement of the MV compartment with new MV kiosk (that complies with the IAC requirements of SANS 1029), complete with internal MV connections.
- Connect the MV kiosk to the existing enclosure of the MSS. The upgraded MSS is required to comply with the type B MSS dimensions and plinth size.
- Perform the tests on the MV compartment of the MSS outlined in 1.4 “Applicable national and international standards”
- Corrosion protection of the entire MSS (new MV kiosk and original enclosure).
- Conduct audits for record purposes on the MSS, before and after completion of alterations, i.e. to keep track of all work done on all the units.
- Provide details of guarantee and warranty offered on material and workmanship.
- Costs for the upgrading of each of the MSS, i) to iii) is required:
 - I) Desta/ABB MSS with Tricon RMU
 - ii) Hawker Siddeley MSS with Tiger RMU and
 - iii) GEC MSS with the T3/Oil fuse RMU.
- Where the repair costs exceed 60% of the cost of a new unit, the item will be scrapped.

- SP shall inform CoT when the work is completed, a technical team will conduct a factory acceptance test and arrangement for delivery to CoT shall be made.

3.3.5. General;

- Clause 4.1 in SANS1029, Ratings: the original MSS ratings shall apply.
- Clause 4.3 in SANS1029, Construction and dimensions:

****SANS 1029 Abstract****

- i 4.3.1 Type and dimension: type B.
- ii 4.3.2 – 4.3.4: The requirements of SANS1029 apply.
- iii 4.3.3 The completed MSS enclosure shall be of a modular design and comply with the layout and dimensions of the type B MSS and requirements of SANS 1029.
- iv 4.3.5 Doors (MV kiosk):

The three point locking mechanism shall be operated by means of a (circular) disk fitted with two 12mm rods extending into the top and bottom of the MSS enclosure frame.

Third locking point shall be achieved by welding a 100x30x5mm flat bar to the disk that catches behind the MSS enclosure frame. See attached **Annexure B**, drawing of the locking mechanism.

The disk shall be operated by the door handle centre shaft and the disk shall be locked and unlocked with a night latch which is operated with cylinder assembly. A cut-out on the disk shall accommodate the night latch “tong”.

The disk shall have a (minimum) thickness of 15mm and a diameter of 100mm with a cut out for the cylinder assembly operating lever for locking and unlocking of the MSS door. The latch must be provided and installed in the factory and align with the cylinder when installed. Tshwane needs the factory to install the cylinder and latch so the unit can be delivered as a complete unit.

Locking mechanism hinges wind stay: hinge protection devices which latch behind the kiosk frame shall be installed for when the door is in the closed position. The latches shall prevent the doors from being opened by vandals.

The repaired MSS doors shall be flush with the MSS enclosure and shall have concealed hinges.

- v 4.3.6-4.3.9 The requirements of SANS1029 apply.
- vi 4.3.10: IAC Outdoor A-B in accordance with SANS 62271-202: HV/LV Prefabricated substations.

*******End*******

- Clause 4.4 in SANS1029, Materials: The requirements of SANS1029 apply where applicable.
- Clause 4.5 in SANS1029, Transformers: Note: MSS having defective distribution transformers cannot be submitted for refurbishment under Section I and 2.
- Clause 4.6 in SANS1029, Protection against corrosion: The MSS transformer shall be cleaned and coated against corrosion
- Clause 4.7 in SANS1029, Earthing: The requirements of SANS1029 apply.
- Clause 4.8 in SANS1029, MV compartment: SANS1029 together with the following apply:

****SANS 1029 Abstract****

- I. 4.8.2 Equipment: A compact gas-insulated RMU comprising of two switch disconnectors and one tee-off circuit-breaker with air-insulated cable boxes shall comply with the requirements of SANS 1874 is required.
- II. The ring main unit configuration shall be 2SD-CB. The circuit breaker rating shall be 200 A.
- III. 4.8.2.1 The MSS MV compartment shall be upgraded to comply with the requirements of SANS 1874, clause 4.3.14 b) Outdoor A-B in accordance with SANS 62271-202: HV/LV Prefabricated substations.
- IV. 4.8.2.2 The MV kiosk shall be sealed off from the MSS transformer and low voltage (LV) compartment. MSS transformer MV/LV bushings shall not be accommodated in the MV compartment.
- V. The HT bushings must be visible through acrylic glass material which will be able to withstand internal arc of the unit.
- VI. 4.8.2.3 Integral cable test facility must only be provided with the switch disconnectors, switch-fuse combinations and circuit breakers. The type of cable testing facility offered shall be stated by the bidder.
- VII. 4.8.2.4 RMU arc energy shall be vented to atmosphere by ducting; the top of the vent chamber must be a mesh to prevent access into the unit.
- VIII. 4.8.2.5 The oil-insulated RMU shall be removed and is offered for resale to industry for possible redeployment, the tenderer shall state in Form B the rebate offered.
- IX. 4.8.3 The RMU shall be supplied complete with plug-type (bolted connection) Cross-linked polyethylene (XLPE) screened separable connectors on ring switches and circuit-breaker (according to the SANS 1029:2009 clause 4.8.4.2).

Note: cable accessories shall comply with the requirements of NRS053.

- X. 4.8.4 Internal MV connections: MV cables shall be sealed when passing through the arc ventilation ducts to prevent arc overpressure in the MV compartment.

*******End*******

- Clause 4.9 in SANS1029, LV compartment: The requirements of SANS1029 shall apply.
- The SP shall make provision on replacement of stolen/ missing bus-bars both copper and copper clad aluminium bus-bars. City of Tshwane representative will have the final decision on which type must be installed in the unit. The busbars shall be engraved with "Property of CTMM" front and back.

Tests:

- General: Audit/ Inspection of each MSS supplied by the CoT shall be conducted before commencement, and after completion of the work. A list of equipment provided with each MSS as well as missing components shall be recorded on the "Testing and inspection of a MSS" inspection list.
- Where required, MSS components will be replaced at the unit rates (material and labour included) listed under Spares.
- Clause 5.4–5.5 in SANS1029 Routine tests etc. on upgraded and completed MSS: The requirements of SANS1029 shall apply.
- The "Testing and inspection of a MSS" inspection list shall be handed to the CoT Test Section representative after completion of the work prior to dispatch to CoT stores.

Marking and labelling:

- Tenders shall be responsible for loading, off-loading and transportation of the MSS. The cost must be included in the price.
- Clause 6.1-6.2 in SANS1029: The requirements of SANS1029 apply where applicable
- Clause 6.3 SANS1029 Documentation: The requirements of SANS1029 apply together with the following:
 - a) RMU: Manufacturer, model and make;
 - b) RMU and kiosk: test certificates.
 - c) Guarantee: Defective material and workmanship shall be rectified as soon as possible not affect service delivery.
 - d) SP's capacity for the number of MSS that can be upgraded per week/month (The service provider is required to declare how many units can be upgraded per month).

Completed MSS units shall be fitted with an identification plate with the following information engraved:

- a) CoT SAP number
- b) CoT Order number
- c) CoT depot.
- d) Manufacturer's serial number (HT switchgear number), rating and item identification.

NOTE: The marking shall be done on a chromadeck plate through dot peen marking.

Spares

Provision has been made for the supply and installation of spares complying with the requirements of SANS 1029 for the following items:

- a) MSS concrete plinth dimensions to figure C.2.
- b) LV connection cable between LV busbar and main MCB.
- c) LV phase busbar and busbar insulator.
- d) LV neutral busbar and busbar insulator.
- e) Earth bar.
- f) MV compartment doors.
- g) LV compartment doors.
- h) Streetlight compartment door.
- i) Cylinder and latch per door

3.3.6. SCOPE OF SECTION 2

This section of the specification covers the requirements for the repair and testing of transformers to comply with the standards listed above in the "Applicable national and international standards"

Form B contains an itemized list, for the repair of the various components of a distribution transformer and MSS transformer at the SP workshop.

The tenderer is required to submit an itemized quotation for the repair listed in Pricing Data of each transformer for approval by the City of Tshwane representative before repair work can proceed.

Routine tests certificates (Tests: clause 3.2.7) for repaired item shall be submitted to relevant depots' engineer before for payment can be made.

Itemized costs for the repair (as outlined in Part 2) of each of the following equipment are required:

Item 1: Distribution transformers

Item 2: MSS transformers

Construction requirements:

- Item 1: A "strip and quote" shall be performed on each transformer. This quotation shall be presented to the relevant depots engineer for approval and authorization at the rates specified in Pricing Data.
- All repairs and the replacement of components will be performed to the standards of the technical specification requirements listed under Normative References.
- Itemized cost will include the following: material, labour and transport.
- The test certificates for routine tests performed on each transformer shall be handed to the Test Section after completion of the work for safe keeping. The tender holder must keep electronic records of all repaired items.
- Where the repair costs exceed 60% of the cost of a new unit, the transformer item will be scrapped.
- The SP will be responsible for the transportation of the equipment to and from the SP repair facility to the CoT depots.
- Compound filled cable end boxes are required to be replaced with air insulated enclosures in accordance with specification NRS 012.
- Only Type C bushing seals may be used.
- A checklist must be used for every item that requires to be repaired.
- Provide details of guarantee offered on material and workmanship.

Tests:

- Tests on transformers shall comply with the requirements of the routine tests of the specifications listed under the Normative References.
- Formal routine test reports/ certificates shall be issued by the contractor for each repaired unit and handed to the relevant depots engineer on completion of the work. The SP testing facility shall be equipped to perform all the required routine tests in accordance with the specifications listed under Normative References. Detail shall be provided in Schedule B.

Transport and off-loading:

Tenderers are required to supply labour for the on and off-loading of the transformers as well as delivery of the units to CoT. The cost must be included in the price.

Repaired items must be clearly marked with following information:

- a) CoT SAP number
- b) CoT Order number
- c) CoT depot.
- d) Manufacturers serial number, rating and item identification.

Marking and labelling:

Repaired units shall be fitted with an identification plate with the following information engraved:

- a) SP name
- b) Date of repair
- c) CoT reference number

NOTE: The marking shall be done on a chromadeck plate through dot peen marking.

3.3.7. SCOPE OF SECTION 3: Refurbishment (restoration of damaged items on miniature substations)

- This section of the specification covers the requirements for refurbishment (restoration of damaged items on miniature substations) of the City of Tshwane type B miniature substation (MSS) having power ratings up to and including 800kVA.

The following work is required on each MSS:

- Strip and quote the unit, submit the documentation to City of Tshwane representative for approval prior to commencement of work.
- Load, off-load and transportation of the MSS to and from the City of Tshwane stores depots to the service providers (SP) workshop if required.

SP will be required to repair other items on site which need not require the entire units to be removed to the SPs' premises in order to minimise the repair time on the unit. Such work must be monitored by CoT representative under safe working conditions as outlined in the Occupational Health and Safety section at all times. The items are as follows;

- a. Replacement of doors
- b. Replacement of mineral oil

- c. Changing/ repair of the locking mechanism
 - d. Installation of bus-bars
 - e. LV compartment wiring
 - f. Refill of SF6 gas in the RMUs
 - g. Sand blasting and powder coating.
 - h. Seal oil leaks, that might require opening of transformer and replacing bushings with C type bushings, and welding to fins leaking.
- Restoration of the MV compartment with new MV kiosk (that complies with the IAC requirements of SANS 1029), complete with internal MV connections.
 - Perform the tests on the MV compartment of the MSS outlined in 3.4.
 - Corrosion protection of the entire MSS (new MV kiosk and original enclosure.
 - Conduct audits for record purposes on the MSS, before and after completion of alterations, i.e. to keep track of all work done on all the units.
 - Provide details of guarantee and warranty offered on material and workmanship.
 - Where the repair costs exceed 60% of the cost of a new unit, the item will be scrapped.
 - SP shall inform CoT and arrangements for delivery to CoT shall be made.

General;

- The requirements of SANS 1029 and Schedule A, together with the following apply.
- With every repair of any part of the enclosure, clause 4.3 in SANS1029, Construction and dimensions shall apply:
 - I. 4.3.1 Type and dimension: type B.
 - II. 4.3.2 – 4.3.4: The requirements of SANS1029 apply.
 - III. 4.3.3 The completed MSS enclosure shall be of a modular design and comply with the layout and dimensions of the type B MSS and requirements of SANS 1029.

Doors (MV kiosk):

- I. The three point locking mechanism shall be operated by means of a (circular) disk fitted with two 12mm rods extending into the top and bottom of the MSS enclosure frame.
- II. Third locking point shall be achieved by welding a 100x30x5mm flat bar to the disk that catches behind the MSS enclosure frame. See attached Annexure B, drawing of the locking mechanism.
- III. The disk shall be operated by the door handle centre shaft and the disk shall be locked and unlocked with a night latch which is operated with cylinder assembly. A cut-out on the disk shall accommodate the night latch "tong".
- IV. The disk shall have a (minimum) thickness of 15mm and a diameter of 100mm with a cut out for the cylinder assembly operating lever for locking and unlocking of the MSS door.
- V. Factory to supply and install the cylinder and latches in the factory so the unit will be delivered as a complete unit.
- VI. Locking mechanism hinges wind stay: hinge protection devices which latch behind the kiosk frame shall be installed for when the door is in the closed position. The latches shall prevent the doors from being opened by vandals.
- VII. The repaired MSS doors shall be flush with the MSS enclosure and shall have concealed hinges.
- VIII. 4.3.6-4.3.9 The requirements of SANS1029 apply.
- IX. 4.3.10: IAC Outdoor A-B in accordance with SANS 62271-202: HV/LV Prefabricated substations.

Clause 4.4 in SANS1029, Materials: The requirements of SANS1029 apply where applicable.

Clause 4.7 in SANS1029, Earthing: The requirements of SANS1029 apply.

Clause 4.8 in SANS1029, MV compartment: SANS1029 together with the following apply:

- I. The MV bushings must be visible through acrylic glass material which will be able to withstand internal arc of the unit.

- II. 4.8.2.4 RMU arc energy shall be vented to atmosphere by ducting; the top of the vent chamber must be a mesh to prevent access into the unit, and a lid to prevent water entrance.

Note: cable accessories shall comply with the requirements of NRS053.

- III. 4.8.4 Internal MV connections: MV cables shall be sealed when passing through the arc ventilation ducts to prevent arc overpressure in the MV compartment.

Clause 4.9 in SANS1029, LV compartment: The requirements of SANS 1029 shall apply:

- I. The SP shall make provision on replacement of stolen/ missing bus-bars **both copper and copper clad aluminum bus-bars**. City of Tshwane representative will have the final decision on which type must be installed in the unit. Engrave all busbars with "Property of CTMM" front and back.

Tests:

General: Audit/ Inspection of each MSS supplied by the CoT shall be conducted before commencement, and after completion of the work. A list of equipment provided with each MSS as well as missing components shall be recorded on the "Testing and inspection of a MSS" inspection list. Tshwane official handing the unit in, must sign with the SP to show agreement of condition of the delivered unit.

- Where required, MSS components will be replaced at the tariffs (material and labour included) listed under Spares.
- Clause 5.4–5.5 in SANS1029 Routine tests etc. on upgraded and completed MSS: The requirements of SANS1029 shall apply.
- The "Testing and inspection of a MSS" inspection list shall be handed to the CoT Test Section representative after completion of the work prior to dispatch to CoT stores.

Marking and labelling:

- Tenderers shall be responsible for loading, off-loading and transportation of the MSS. The cost must be included in the price.
- Clause 6.1-6.2 in SANS1029: The requirements of SANS1029 apply where applicable

- Clause 6.3 SANS1029 Documentation: The requirements of SANS1029 apply together with the following:
 - a) RMU: Manufacturer, model and make.
 - b) RMU and kiosk: test certificates.
 - c) Warranty: Defective material and workmanship shall be rectified within a period of 48 hours after being reported, so as not to affect service delivery.
 - d) SP's capacity for the number of MSS that can be refurbished per month (The service provider is required to declare how many units can be upgraded per month).

Completed MSS units shall be fitted with an identification plate with the following information engraved:

- a) CoT SAP number
- b) CoT Order number
- c) CoT Depot.
- d) Manufacturers serial number (HT switchgear number), rating and item identification.
- e) Engrave all busbars with "Property of CTMM" front and back.

NOTE: The marking shall be done on a chromadeck plate through dot peen marking.

3.4. QUALITY REQUIREMENTS

The successful tenderer must supply with each unit after completion of the work, certificate of guarantee and good workmanship.

3.5. WARNING NOTICES

- 3.5.1. Notices, in English, Sepedi and IsiZulu languages, must be installed.
- 3.5.2. The contents of these notices are summarised below.
- 3.5.3. Unauthorised entry prohibited.
- 3.5.4. Unauthorised handling of equipment prohibited.
- 3.5.5. Procedure in case of electric shock.
- 3.5.6. Procedure in case of fire.
- 3.5.7. The motive shall be made of a non-corrodible and non-deteriorating material, preferable plastic, and must read as follows:

DANGER: Turn selector switch on control board to "OFF" before working on the plant.

3.6. TRAINING

The following manufacturer certified training courses shall be offered free of charge to the City of Tshwane employees;

- 3.6.1. Safe and correct handling,
- 3.6.2. Storage, transport, installation, termination and joints of the cables on units
- 3.6.3. Operation of the RMU and kiosk.
- 3.6.4. Planned maintenance routine.

A minimum of 10 personnel from each of the 12 operational depots shall be trained on the above-mentioned requirements.

3.7. RECOMMENDED SPARES

- 3.7.1. The bidder shall keep the recommended spares during the contract period.
- 3.7.2. Provision has been made for the supply and installation of spares complying with the requirements of SANS 1029 for the following items.
 - a) MSS concrete plinth dimensions to figure C.2.
 - b) LV connection cable between LV busbar and main miniature circuit breaker (MCB).
 - c) LV phase busbar and busbar insulator.
 - d) LV neutral busbar and busbar insulator.
 - e) Earth bar.
 - f) MV compartment doors.
 - g) LV compartment doors.
 - h) Streetlight compartment door.
 - i) Cylinder and latch door.

4 DELIVERABLES

Delivery is required within 4 weeks from receipt of order. The repaired units are to be delivered at the City of Tshwane (CoT) as per official order

Delivery of the goods and installation shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract under the delivery period.

The City of Tshwane reserves the right to send its technical personnel to the bidder's premises to conduct a Factory Acceptance Test (FAT) during the contract period.

The FAT/ factory visits will be communicated with the successful bidder in writing.

5 STAGES OF EVALUATION

Stage 1: Administrative compliance

Stage 2: Mandatory requirements

Stage 3: Functionality criteria

Stage 4: Preference Point System

5.1 Stage1: ADMINISTRATIVE COMPLIANCE

Bidders shall be evaluated for administrative compliance as requested by the City of Tshwane's Supply Chain Management requirements.

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; • A copy of their Tax Clearance Certificate (TCS); - or • Indicate their tax compliance status PIN.		TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid. Tax status must be compliant before the award.
c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area		document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document. NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u>		All documents fully completed (i.e. no blank spaces)? All documents fully signed? Signature authorized (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other color ink, or non-submission of the above , will be considered)?
f) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years old. NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment. If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.		Applicable for tenders above R10m in conjunction with MBD 5) Are Audited financial statements provided (Audited financials must be signed by auditor)? Or proof that the bidder is not required by law to prepare audited financial statements.
g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a		If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
Joint Venture (JV) agreement signed by the relevant parties. NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.		(i.e. a to f) must be provided for all partners of the JV.
h) Bidder attended a compulsory briefing session where applicable		A compulsory briefing register must be signed by the bidder. Bidders will be disqualified should they fail to attend compulsory briefing session
i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.		Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified. Bidder will be disqualified should they make corrections on the price schedule without attaching a signature thereto. Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.

5.2 Stage 2: MANDATORY COMPLIANCE

5.2.1. The bidder's will be evaluated based on the compliance of the following with assistance from the user Department.

- a. Annexure A – Returnable schedules A and B which must be completed in full with ink, bidders must not refer to brochures or any attached document. Failure to comply will result in the bidder being disqualified. The information provided by bidders in schedule B of Annexure A shall be evaluated against the CoT minimum requirements in schedule A of Annexure A and the technical specification.
- b. Occupational Health and Safety plan,

- c. Copies of certificates of the equipment from an accredited testing facility (SABS/IEC) of the goods from the manufacturer. Failure to comply with the requirements as stipulated will result in a bidder being disqualified.
- d. Annexure C (key personnel and supervisory staff) together with the proof of qualifications. Bidders are required to indicate on Annexure C (KEY PERSONNEL AND SUPERVISORY STAFF) the following:
- A minimum of 1 qualified electrician with a trade certificate.
 - 1 Safety officer registered with SACPCMP.
 - Qualified Electrical Engineer/ Technologist with a valid ECSA registration.
(Attach a certified copy of ECSA registration certificate)
- e. Certified copy of the ISO 9001 from the equipment manufacturer.

5.3 Stage 3: FUNCTIONALITY CRITERIA

The following requirements shall be used as evaluation criteria. Tenderers must at least have **70 points (out of 100) for all the sections** in order to be evaluated further.

SECTION 1

Upgrading of MSS to comply with the SANS 1029 Internal Arc Classification (IAC) standards and testing

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
1. Prior experience in the work related to the refurbishment of electrical equipment, handling of switchgear oil and SF6 gas. The following will be required for compliance. • Completion of Annexure D "Schedule of bidder's experience" of the returnable documents, tenderer must indicate the contract start and end dates. • At least two Completion letter(s) from the previous employer(s) on a company letter head with contactable references and contract budget/expenditure of the service(s) rendered similar to those required in this specification. • Appointment letters from the previous employers in the work related to the refurbishment of the electrical distribution transformers, miniature substations and ring main units	Project value of up to R6,000,000.00	2	10	40
	Project value exceeding R6,000,000.00 up to R12,000,000.00	3		
	Project value exceeding R12,000,000.00	4		
2. Experience of key staff: General Experience and qualifications Key Staff's experience that is relevant to the scope of work (Submit CVs and certified proof of qualifications as proof of compliance) Key Staff as Indicated Below:				

2.1. Project Manager/ Engineer(Minimum 3 years' experience) (Years of experience after registration with ECSA)	1-4 years	1	10	30
	Above 4 years	3		
2.2. Electrician with trade test. (Years of experience after obtaining trade test/ red seal certificate)	1-2 years	1	5	15
	Above 2 years	3		
2.3. Occupational Health and Safety officer (Years of experience after registration with SACPCMP)	1-2 years	1	5	15
	Above 2 years	3		
HIGHEST POSSIBLE SCORE				100

SECTION 2:

Refurbishment/ repair of distribution transformers and MSS transformers to comply with standards and testing

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
Prior experience in the work related to the refurbishment of distribution transformers and MSS transformers to comply with standards and testing. The following will be required for compliance. • Completion of Annexure D“Schedule of bidder’s experience” of the returnable documents, tenderer must indicate the contract start and end dates. • At least two Completion letter(s) from the previous employer(s) on a company letter head with contactable references and contract budget/expenditure of the service(s) rendered similar to those required in this specification. • Appointment letters from the previous employers in the work related to the refurbishment of the electrical distribution transformers, miniature substations and ring main units	Project value of up to R6,000,000.00	2	10	40
	Project value exceeding R6,000,000.00 up to R12,000,000.00	3		
	Project value exceeding R12,000,000.00	4		
2. Experience of key staff: General Experience and qualifications Key Staff’s experience that is relevant to the scope of work (Submit CVs and certified proof of qualifications as proof of compliance) Key Staff as Indicated Below:				
2.1. Project Manager/ Electrical Engineer (Minimum 3 years experience)	1-4 years	1	5	15
	Above 4 years	3		

(Years of experience after registration with ECSA)				
2.2. Electrician with trade test.	1-2 years	1	10	30
(Years of experience after obtaining trade test/ red seal certificate)	Above 2 years	3		
2.3. Occupational Health and Safety officer	1-2 years	1	5	15
(Years of experience after registration with SACPCMP)	Above 2 years	3		
HIGHEST POSSIBLE SCORE				100

SECTION 3:

Refurbishment/ repair of miniature substation/ ring main unit to comply with standards and testing:

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
1. Prior experience in the work related to the refurbishment of miniature substation/ ring main unit to comply with standards and testing The following will be required for compliance. • Completion of Annexure D "Schedule of bidder's experience" of the returnable documents, tenderer must indicate the contract start and end dates. • At least two Completion letter(s) from the previous employer(s) on a company letter head with contactable references and contract budget/expenditure of the service(s) rendered similar to those required in this specification. • Appointment letters from the previous employers in the work related to the refurbishment of the electrical distribution transformers, miniature substations and ring main units	Project value of up to R6,000,000.00	2	10	40
	Project value exceeding R6,000,000.00 up to R12,000,000.00	3		
	Project value exceeding R12,000,000.00	4		
2. Experience of key staff: General Experience and qualifications Key Staff's experience that is relevant to the scope of work (Submit CVs and certified proof of qualifications as proof of compliance) Key Staff as Indicated Below:				

2.4. Project Manager/ Electrical Engineer (Minimum 3 years experience) (Years of experience after registration with ECSA)	1-4 years	1	5	15
	Above 4 years	3		
2.5. Electrician with trade test. (Years of experience after obtaining trade test) (Years of experience after obtaining trade test/ red seal certificate)	1-2 years	1	5	15
	Above 2 years	3		
2.6. Occupational Health and Safety officer (Years of experience after registration with SACPCMP)	1-2 years	1	10	30
	Above 2 years	3		
HIGHEST POSSIBLE SCORE				100

5.4 Stage 4: PREFERENTIAL POINTS SYSTEM

The preferential point system used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

- 80 points for price
- 20 points for Specific goals

Specific Goals

- Bidders are required to submit supporting documents for their bids to claim the specific goal points.
- Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 80 for price only and zero (0) points out of 20 for specific goals.
- Cot shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.

The specific goal for this bid is outlined below. Bidders are to submit supporting documents as outlined below to be eligible for points.

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant	• 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points	Valid Certified copy of BBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate.
EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate
At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s <u>and</u> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
		Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
Local Economic Participation • City of Tshwane • Gauteng • National	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.

For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

6. PRICING SCHEDULE

Rates

This price list has columns for quantity, rate and price for the goods. Entries in these columns are made as follows:

- 1.1. If the Supplier is to be paid an amount for the goods which is a fixed price for an item or a fixed price for each of a series of items, the tendering supplier enters the amount in the price column only, the other two columns being left blank.
- 1.2. If the Supplier is to be paid an amount for the goods which is the unit rate for each item multiplied by the quantity of the item supplied, (i.e. a 'Price Schedule' arrangement) - the tendering supplier enters the rate which is then multiplied by the quantity (which has been entered either by him or by the Purchaser) to produce the price which is also entered.
- 1.3. If the Supplier is to be paid an amount for an item of the goods which is the rate multiplied by the quantity supplied -whatever that quantity turns out to be (i.e. a 'schedule of rates' arrangement) - the tendering supplier enters the rate only, the other two columns being left blank. The tendering supplier's offer cannot include a total of the prices which covers all the items which the Supplier has to supply if any of the supply is dealt with using items with a rate only.
- 1.4. Rate only entries must not be made for work covered by other items.

SECTION 1: Upgrading of miniature substation (MSS)

ITEM	Description	Unit	Est. Qty	Unit Price	Total Price Excluding VAT (Est Qty x Unit Price)
	MSS 315KVA				
1	Desta/ABB	Each	20		
2	Hawker Siddeley	Each	15		
3	GEC T3/OF	Each	20		
	MSS 500KVA				
4	Desta/ABB	Each	30		
5	Hawker Siddeley	Each	18		
6	GEC T3/OF	Each	20		
	MSS 630KVA				
7	Desta/ABB	Each	25		
8	Hawker Siddeley	Each	20		
9	GEC T3/OF	Each	10		
	MSS 800KVA				
10	Desta/ABB	Each	25		
11	Hawker Siddeley	Each	10		
12	GEC T3/OF	Each	10		
13	Rebate for Tricon RMU To be deducted from the invoice amount	Each	15		
14	Rebate for Tiger RMU	Each	20		

ITEM	Description	Unit	Est. Qty	Unit Price	Total Price Excluding VAT (Est Qty x Unit Price)
	To be deducted from the invoice amount				
15	Rebate for T3/OF To be deducted from the invoice amount	Each	20		
	GRAND TOTAL EXCLUDING VAT				

SECTION 2: Distribution transformer/ MSS-transformer

Section 2: Form B:

The totals per item will be at the bottom of the table.

Unit Price (Excluding VAT)										
Item		16kVA	25kVA	50kVA	100kVA	200kVA	315kVA	500kVA	630kVA	800kVA
	Description									
1	Strip, test and quote									
2	Replace HT Winding/ph.									
3	Replace LT Winding/ph.									
4	Replace HT Type C bushing/ph.									
5	Replace LT bushing/ph.									

Unit Price (Excluding VAT)										
Item		16kVA	25kVA	50kVA	100kVA	200kVA	315kVA	500kVA	630kVA	800kVA
	Description									
6	Replace oil gauge (Refer to Table1 SANS 780)									
7	Installation of insulation oil per litre									
8	Purification of oil per litre									
9	Replace tap changer									
10	Replace tap changer handle									
11	Install pole mounting brackets with clamps and bolts									

Unit Price (Excluding VAT)										
Item		16kVA	25kVA	50kVA	100kVA	200kVA	315kVA	500kVA	630kVA	800kVA
	Description									
12	Sandblasting, stripping									
13	Treat tank for protection against corrosion, inside and outside tank and reseal tank.									
14	Install earth bar									
15	Replace type C seals and gaskets, lid and cones.									
16	Perform routine tests									
	Total Unit Prices									

Unit Price (Excluding VAT)										
Item		16kVA	25kVA	50kVA	100kVA	200kVA	315kVA	500kVA	630kVA	800kVA
	Description									
	Est.Qty	100	100	70	50	50	50	20	20	20
	Item Total Amount Excluding VAT (Total Unit Prices x Est.Qty)									
	Grand Total Excluding VAT (Sum of All Item Total Amounts)									

Signature of tenderer.....

SECTION 3: Refurbishment of miniature substation (MSS)**Form B: Section 3: continued;**

315kVA MSS					
Item	Description	Unit	Est.Qty	Unit Price	Total Excluding VAT (Est.Qty x Unit Price)
1	LV connection cable between LV busbar and main MCB.	Each	15		
2	LV phase copper busbar and busbar insulator.	Each	15		
3	LV neutral copper busbar and busbar insulator.	Each	15		
4	Copper Earth bar	Each	15		
5	LV neutral Copper clad Alu busbar and busbar insulator	Each	15		
6	Copper clad Alu Earth bar	Each	15		
7	LV phase Copper clad Alu busbar and busbar insulator	Each	15		
8	MV compartment doors	Per set	15		
9	LV compartment doors	Per set	15		
10	LV compartment door (transformer side)	Each	15		

315kVA MSS					
Item	Description	Unit	Est.Qty	Unit Price	Total Excluding VAT (Est.Qty x Unit Price)
11	Streetlight compartment door	Each	15		
12	Modification of arc vent chamber	Each	15		
13	Refill of SF6 gas	Per kilogram	15		
14	Changing/ repair of the locking mechanism	Each	15		
15	Cylinder and latch per door	Each	15		
16	Installation of bus-bars	Each	15		
17	LV compartment wiring	Per unit	15		
18	Replacement of corner vertical pillar beam	Each	15		
19	Replacement of middle-section vertical pillar beam	Each	15		
20	Replacement of base support vertical beam	Each	15		
21	Replacement of roof support vertical beam	Each	15		
22	Replacement of side panel	Each	15		
23	Replacement of rear panel	Each	15		

315kVA MSS					
Item	Description	Unit	Est.Qty	Unit Price	Total Excluding VAT (Est.Qty x Unit Price)
24	Spring charging motor	Each	15		
25	Main circuit breaker	Each	20		
26	Installation of oil on oil filled switches	Per liter	20		
27	Strip and quote	Per unit	20		
28	LV phase copper busbar and busbar insulator.	Each	20		
29	LV neutral copper busbar and busbar insulator.	Each	20		
30	Aluminium Earth bar	Each	20		
31	LV neutral Aluminium busbar and busbar insulator	Each	20		
32	Aluminium Earth bar	Each	20		
33	LV phase Aluminium and busbar insulator	Each	20		
GRAND TOTAL Excluding VAT					

500kVA MSS					
Item	Description	Unit	Est.Qty	Unit Price	Total Excluding VAT (Est.Qty x Unit Price)
1	LV connection cable between LV busbar and main MCB.	Each	10		
2	LV phase Copper busbar and busbar insulator.	Each	10		
3	Copper Earth bar	Each	10		
4	LV phase Copper cladded Alu busbar and busbar insulator.	Each	10		
5	LV neutral Copper cladded Alu busbar and busbar insulator.	Each	10		
6	Copper cladded Alu earth bar		10		
7	MV compartment doors	Per set	10		
8	LV compartment doors	Per set	10		
9	LV compartment door (transformer side)	Each	10		
10	Streetlight compartment door	Each	10		
11	Modification of arc vent chamber	Each	10		
12	Refill of SF6 gas	Per kilogram	10		

500kVA MSS					
Item	Description	Unit	Est.Qty	Unit Price	Total Excluding VAT (Est.Qty x Unit Price)
13	Changing/ repair of the locking mechanism	Each	10		
14	Installation of bus-bars	Each	10		
15	LV compartment wiring	Per unit	10		
16	Replacement of corner vertical pillar beam	Each	10		
17	Replacement of middle-section vertical pillar beam	Each	10		
18	Replacement of base support vertical beam	Each	10		
19	Replacement of roof support vertical beam	Each	10		
20	Replacement of side panel	Each	10		
21	Replacement of rear panel	Each	10		
22	Spring charging motor	Each	10		
23	Main circuit breaker	Each	10		
24	Installation of oil on oil filled units	Per liter	10		
25	Strip and quote	Per unit	10		
GRAND TOTAL Excluding VAT					

630kVA MSS					
Item	Description	Unit	Est.Qty	Unit Price	Total Excluding VAT (Est.Qty x Unit Price)
1	LV connection cable between LV busbar and main MCB.	Each	15		
2	LV phase Copper busbar and busbar insulator.	Each	15		
3	LV neutral Copper busbar and busbar insulator.	Each	15		
4	Copper Earth bar	Each	15		
5	LV phase Copper clad Alu busbar and busbar insulator.	Each	15		
6	LV neutral Copper clad Alu busbar and busbar insulator.	Each	15		
7	Copper clad Alu Earth bar	Each	15		
8	Cylinder and latch per door	Each	15		
9	MV compartment doors	Per set	15		
10	LV compartment doors	Per set	15		
11	LV compartment door (transformer side)	Each	15		

630kVA MSS					
Item	Description	Unit	Est.Qty	Unit Price	Total Excluding VAT (Est.Qty x Unit Price)
12	Streetlight compartment door	Each	15		
13	Modification of arc vent chamber	Each	15		
14	Refill of SF6 gas	Per kilogram	15		
15	Changing/ repair of the locking mechanism	Each	15		
16	Installation of bus-bars	Each	15		
17	LV compartment wiring	Per unit	15		
18	Replacement of corner vertical pillar beam	Each	15		
19	Replacement of middle-section vertical pillar beam	Each	15		
20	Replacement of base support vertical beam	Each	15		
21	Replacement of roof support vertical beam	Each	15		
22	Replacement of side panel	Each	15		
23	Replacement of rear panel	Each	15		
24	Spring charging motor	Each	15		

630kVA MSS					
Item	Description	Unit	Est.Qty	Unit Price	Total Excluding VAT (Est.Qty x Unit Price)
25	Main circuit breaker	Each	15		
26	Installation of oil on oil filled switches	Per liter	15		
27	Strip and quote	Per unit	15		
GRAND TOTAL Excluding VAT					

800kVA MSS					
Item	Description	Unit	Est.Qty	Unit Price	Total Excluding VAT (Est.Qty x Unit Price)
1	LV connection cable between LV busbar and main MCB.	Each	10		
2	LV phase Copper busbar and busbar insulator.	Each	10		
3	LV neutral Copper busbar and busbar insulator.	Each	10		
4	Copper Earth bar	Each	10		
5	LV phase Copper cladded Alu busbar and busbar insulator.	Each	10		
6	LV neutral Copper cladded Alu busbar and busbar insulator.	Each	10		

800kVA MSS					
Item	Description	Unit	Est.Qty	Unit Price	Total Excluding VAT (Est.Qty x Unit Price)
7	Copper clad Alu Earth bar	Each	10		
8	Cylinder and latch per door	Each	10		
9	LV phase busbar and busbar insulator.	Each	10		
10	LV neutral busbar and busbar insulator.	Each	10		
11	MV compartment doors	Per set	10		
12	LV compartment doors	Per set	10		
13	LV compartment door (transformer side)	Each	10		
14	Streetlight compartment door	Each	10		
15	Modification of arc vent chamber	Each	10		
16	Refill of SF6 gas	Per kilogram	10		
17	Changing/ repair of the locking mechanism	Each	10		
18	Installation of bus-bars	Each	10		
19	LV compartment wiring	Per unit	10		
20	Replacement of corner vertical pillar beam	Each	10		

800kVA MSS					
Item	Description	Unit	Est.Qty	Unit Price	Total Excluding VAT (Est.Qty x Unit Price)
21	Replacement of middle-section vertical pillar beam	Each	10		
22	Replacement of base support vertical beam	Each	10		
23	Replacement of roof support vertical beam	Each	10		
24	Replacement of side panel	Each	10		
25	Replacement of rear panel	Each	10		
26	Spring charging motor	Each	10		
27	Main circuit breaker	Each	10		
28	Purification of oil	Per liter	10		
29	Strip and quote	Per unit	10		
GRAND TOTAL Excluding VAT					

Section 4: Transportation

Vehicle Description	Est.Qty (km)	Price per Kilometer(R/km)	Total Price (Est.Qty x Price per kilometer)
1.5T Truck	60		
4T Truck	60		
8T Truck	60		
GRAND TOTAL Excluding VAT			

Summary Table

	Grand Total (R)
Section 1	
Section 2	
Section 3	
Section 4	
Total Excluding VAT	
VAT @ 15%	
Total Including VAT	

7. AWARD

Tender will be awarded as a whole, to a maximum of 7 service providers. One Service Provider per region.

8. TYPE OF AGREEMENT REQUIRED

The appointed service provider will be required to sign a Service Level Agreement with the City of Tshwane before commencement of the projects.

9. VALIDITY PERIOD

The validity period for the tender after closure is 90 days. City of Tshwane shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalized while the quotations/bids are still valid.

ANNEXURE A

Annex A: Returnable documents: documents to be submitted with the tender

SPECIFICATION FOR THE UPGRADING OF MSS

MV compartment/Kiosk: The clauses listed below refer to the relevant sub clauses of SANS 62271-202:2004 High-voltage/low-voltage prefabricated substations

Miniature substation requirements:

Schedule A: Purchaser's specific requirements

Schedule B: Particulars of equipment offered

Sub clause	Description	Schedule A	Schedule B
4.1.1	System MV nominal voltage. kV	11	11
4.1.2	Power rating: kVA	315; 500; 630; 800	315; 500; 630; 800
4.3.1.1	MSS type	Type A	Type A
4.3.1.4	MSS design	Modular	Modular
4.3.4.3	Are roof lifting lugs required	Yes	Yes
4.3.5.3	Lock protection facility required	Yes	Yes
4.4.1	Enclosure material	Mild steel	Mild steel
4.4.2	LV panel material	Mild steel	Mild steel
4.6.1	Type of corrosion environment	Non-corrosive	Non-corrosive
4.6.4	Paint color	Avocado C12	Avocado C12
4.8.2	Equipment to be supplied in the MV compartment	RMU to SANS 1874	RMU to SANS 1874
4.8.3.1	MV cable termination required (post insulators)	4.8.3.1 (b)	4.8.3.1 (b)

4.8.3.4	Size and type of MV cables	70/3c to SANS 97; Table 18	70/3c to SANS 97; Table 18
4.8.4	Internal MV connections required	Refer to 4.8.4.1c) screened single-core	Refer to 4.8.4.1c) screened single-core
5.5.2	Paint thickness to be verified	Yes	Yes
6.3.1	Documentation to be supplied with tender	Drawings listed in 6.3.2a)	Drawings listed in 6.3.2a)
6.3.2	Drawings and quantities to be supplied	Two sets listed in 6.3.2 a)	Two sets listed in 6.3.2 a)
4.11.1	Maximum earth fault current kA	2	2
4.11.2	Maximum symmetrical 3 phase fault current kA	13	13
4.12.1	Live indication required on all switching devices?	yes	yes
	Type of indicator required	VPIS	VPIS
4.13	Earth fault indication required	yes	yes
4.13.1	Earth fault indication offered?	STATE	
4.17.1	Method used to attach rating plates?	STATE	
4.16.4	Recommended types of tools required for installation and maintenance?	STATE	
4.17.1	Method used to attach labels?	STATE	
4.18.2.1	Engraving of labels required?	Yes	Required
5.1.3	Quantity produced and installed in RSA?	STATE	
5.1.4	State detail of accrediting body and proof of certification?	STATE	
7.2 (g)	Summary of completed type tests with report numbers?	STATE	

7.2 (j)	Copy of RMU routine tests required.	Required	Required
7.2 (l)	Copy of latest technical catalogue and OEM to be submitted with tender.	STATE	
7.3	Detail of guarantees offered on i) material and; ii) Workmanship?	STATE	
9.1 a)	Particulars of the system.	11kV; 50Hz	11kV; 50Hz
9.1 b)	Service conditions.	SANS 1029	SANS 1029
9.1 c)	Rating of kiosk: 1-10. 11) Class of kiosk. 12) circuit diagram 13) degree of protection of RMU 14) kiosk situated 15) operated 16) environment 18) dimensions 19) earth-fault current and three-phase fault. 20) test current	SANS 1874 IAC-AB NA IP44 Ground Inside Non-corrosive Refer 4.13 2kA; 13kA 16kA; 200mS	SANS 1874 IAC-AB NA IP44 Ground Inside Non-corrosive Refer 4.13 2kA; 13kA 16kA; 200mS

	Service conditions of kiosk?	STATE	
9.2 a)	List of type test included?	STATE	
9.2 b)	Constructional features:	STATE	
9.2 c)	1) Mass of kiosk?	STATE	
	3) Overall dimension and layout?	STATE	
	4) Info of arrangement of external connection?	STATE	
	5) Transport and installation requirements?	STATE	
	6) Information on operation and maintenance?	STATE	
	7) List of recommended spares?		
	8) Characteristics of the materials of the kiosk?		
	9) Statement declaring that kiosk complies with standard?		

Signature of tenderer:.....

Annex A: Returnable documents: documents to be submitted with the tender**SPECIFICATION FOR THE UPGRADING OF RMU**

Schedule A: Purchaser's specific requirements

Schedule B: Particulars of equipment offered

CLAUSE OF SANS 1874	DESCRIPTION	SCHEDULE A	SCHEDULE B
	RMU information: a) manufacturer? b) country of origin? c) catalogue/type?	STATE STATE STATE	
4.1	Standard operating conditions	STATE	
4.2	Rated voltage kV	12	12
4.3.1	Is indoor/outdoor unit required	To be housed in MSS MV compartment	To be housed in MSS MV compartment
4.3.2	Extensible/non-extensible unit.	Non-ext.	Non-ext.
4.3.3	Degree of protection offered?	STATE	
4.3.4	Required RMU configuration.	SD/CB/SD	SD/CB/SD
4.3.5.1	Separate cable test facility required for SD	required	required
4.3.5.1	Separate cable test facility required for SD	required	required
4.3.5.4	Cable test facility to be interlocked with associated earth switch and padlockable.	required	required
4.3.6	Earthing facility: is visual earthing facility provided?	required	required

4.3.10.2	The insulating medium offered for: 1) Switch disconnecter? 2) Circuit breaker?	STATE STATE	
4.4.1.3	Rated normal current of SD A	630	630
4.6.1.3	Rated normal current of CB A	200	200
4.6.2.6	Protection tripping of circuit breaker required.	Self- Powered relays	Self- Powered relays
4.7.5	What is the insulating medium of the busbar chamber?	STATE	
4.8.1	Type of cable box required	NRS 012 Air-filled	NRS 012 Air- filled
4.8.2	Cable type; PI Belted; Table 18 Maximum size: copper	SANS 97 150 mm2	SANS 97 150 mm2
4.8.3	Termination type	Bolted plug type USC	Bolted plug type USC
4.8.4	Type of bushings required?	Type C	Type C
4.8.5.1	RMU cable termination accessories to be supplied by the supplier	no	no
4.8.6	Required method for clamping of cables	Wooden block	Wooden block

Signature of tenderer:.....

Annex A: Returnable documents: documents to be submitted with the tender

SPECIFICATION FOR THE Repair of electrical equipment

Schedule A: Purchaser's specific requirements

Schedule B: Particulars of equipment offered

CLAUSE	DESCRIPTION	SCHEDULE A	SCHEDULE B
4	Particulars of the tenderers test facility	STATE	
4	Location of test facility?	STATE	
4	List of SP test equipment?	STATE	
4	Detail of test laboratory accreditation?	STATE	

Signature of tenderer:.....

Refurbishment of electrical equipment

Deviation schedule

Any deviations offered shall be listed below together with reasons for deviation.		
ITEM	Description	PROPOSED DEVIATION

Signature of tenderer:.....

ANNEXURE C

SCHEDULE OF BIDDER'S QUALIFIED PERSONNEL

	NAME AND SURNAME	QUALIFICATION(S)	CERTIFIED COPY OF QUALIFICATION(S) ATTACHED (YES/ NO)

The undersigned, who warrants that he / she is duly authorised 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 Tender:.....

FULL NAME (BLOCK LETTERS):

SIGNATURE:

ANNEXURE D

SCHEDULE OF BIDDER'S EXPERIENCE

A list of references where work of a similar nature was successfully undertaken by the contractor must be submitted in the table below. This table is to be completed and signed by the bidder. Bidders shall not leave this table blank. In the event that no references exist, the bidder shall indicate this by inserting the text "NONE" in the table. Leaving this table blank will invalidate the tender. A minimum of two (2) references shall be acceptable.

The following is a statement of similar work successfully executed by myself / ourselves:

EMPLOYER, CONTACT PERSON AND TELEPHONE NUMBER.	DESCRIPTION OF CONTRACT	VALUE OF CONTRACT (VAT INCL)	START AND END DATES
1. _____ (company) _____ (contact name) _____ (telephone)			
2. _____ (company) _____			

(contact name) _____ (telephone)			
3. _____ (company) _____ (contact name) _____ (telephone)			

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	EED 11-2024.25	CLOSING DATE:	24 April 2025	CLOSING TIME:	10:00
DESCRIPTION	THE TENDER FOR THE REFURBISHMENT OF THE CITY OF TSHWANE'S ELECTRICAL DISTRIBUTION TRANSFORMERS, MINIATURE SUBSTATION AND RING MAIN UNITS AS AND WHEN REQUIRED OVER A 3-YEAR PERIOD.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

Tshwane House					
Supply Chain Management					
320 Madiba Street					
Pretoria CBD					
0002					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Thabang E. Selahle
CONTACT PERSON	Mulondi Rasekgala	TELEPHONE NUMBER	012 358 3451
TELEPHONE NUMBER	012 358 6636	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	EMAIL ADDRESS	thabangse1@tshwane.gov.za
EMAIL ADDRESS	mulondin@tshwane.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE: FIRM PRICES (PURCHASES)

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

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

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

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

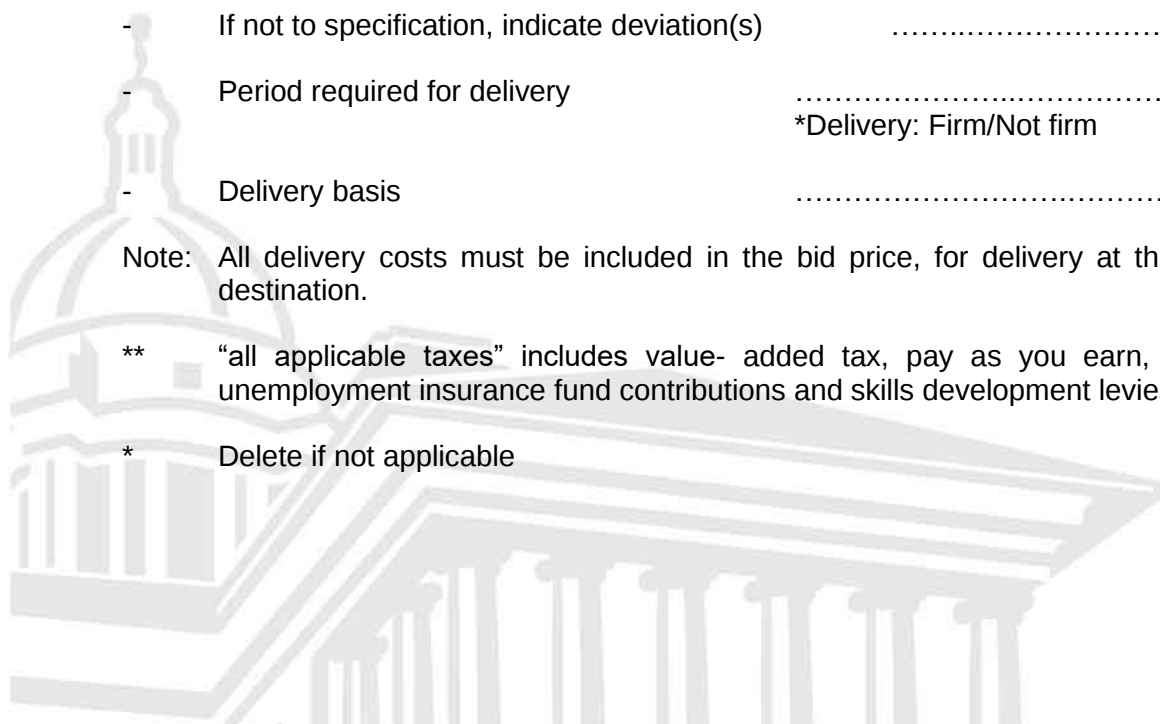
ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

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

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

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

* Delete if not applicable



PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder	Bid number
Closing Time	Closing Date

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

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

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm
- ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- * Delete if not applicable

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 st Adjustment	After 12 calendar months
2 nd Adjustment	After 24 calendar months

NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

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

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

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

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

3.9.1 If yes, furnish particulars.

.....

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

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars.

.....

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

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

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder



DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. ***YES / NO**

2.2 If yes, provide particulars.

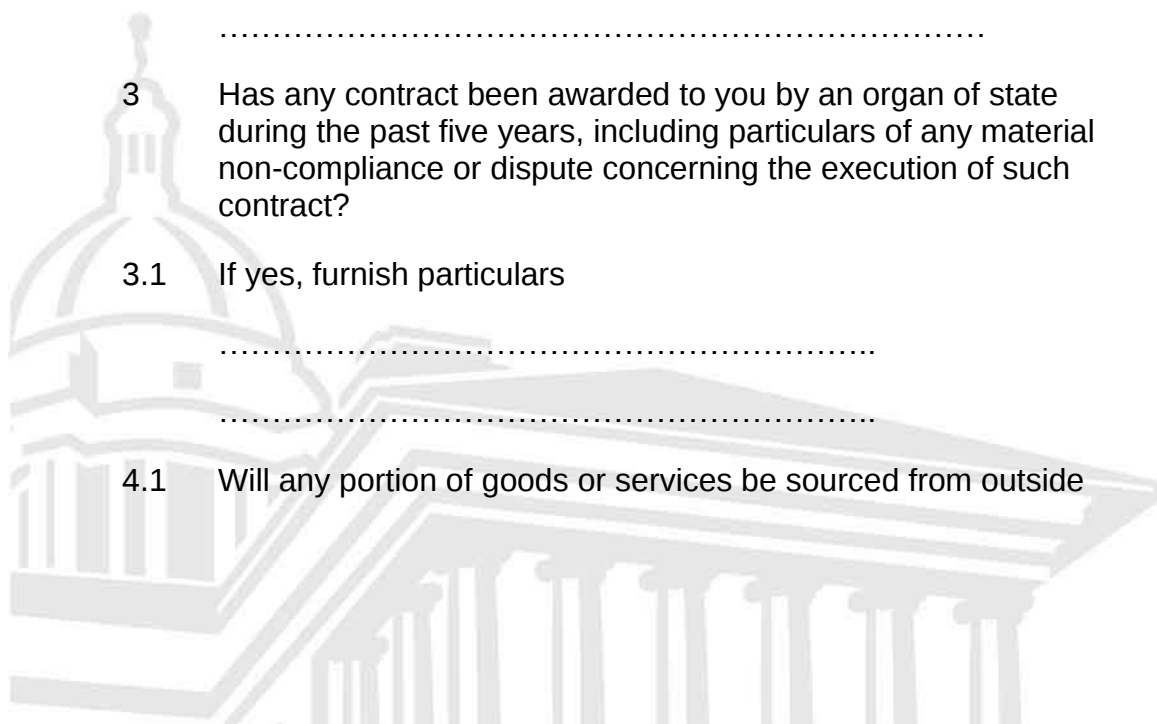
.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars

.....

4.1 Will any portion of goods or services be sourced from outside ***YES / NO**



the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).
- a) The applicable preference point system for this tender is the 90/10 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**
The maximum points for this tender are allocated as follows:
- | | Points |
|--|--------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| TOTAL POINTS FOR PRICE AND SPECIFIC GOALS | 100 |
- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

Specific goals	80/20 preference point system	Number of points claimed (80/20 system) (To be completed by the tenderer)
BB-BEE score of companies • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant	• 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points	
EME and/ or QSE	2 Points	
At least 51% of Women-owned companies	2 Points	
At least 51% owned companies by People with disability	2 Points	
At least 51% owned companies by Youth	2 Point	
Local Economic Participation		

Specific goals	80/20 preference point system	Number of points claimed (80/20 system) (To be completed by the tenderer)
• City of Tshwane • Gauteng • National	4 Points 2 Points 1 Point	

N.B For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

CONTRACT FORM: PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **CITY OF TSHWANE MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **EED 11-2024.25** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

CONTRACT FORM: PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as accept your bid under reference number dated for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:

CONTRACT FORM: RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **EED 11-2024.25** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM: RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as accept your bid under reference number dated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1
2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **EED 11-2024.25**

THE TENDER FOR THE REFURBISHMENT OF THE CITY OF TSHWANE'S ELECTRICAL DISTRIBUTION TRANSFORMERS, MINIATURE SUBSTATION AND RING MAIN UNITS AS AND WHEN REQUIRED OVER A 3-YEAR PERIOD.

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature Date

.....
Position Name of Bidder

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 98 of 227

General Notification

This document forms an integral part of the tender document 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. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction 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 construction site, in order to identify the steps needed to be taken to remove, reduce or control

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 99 of 227

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.

CONTENTS	PAGE
1. Definition of Terms	7
2 Introduction	8
3 The Client`s commitment to OHS Management	9
4 Scope	10
5 Omissions from OHS Specification	10
6 Change or Review of Specifications	10
7. Safety File	
7.1. Preparation and Submission of safety file	11
7.2. Evaluation of safety file	
7.3. Principal Contractor engagement phase	14
7.4. Project close-out and submission of consolidated Health & Safety File.	14
8. OHS Specification Requirements	17
8.1 General Requirements of Health and Safety Plan	18
8.2 Outline of Health and Safety Plan	19
8.3. Risk Assessment	20
8.3.1 General	21

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 100 of 227

8.3.2 Forms of Risk Assessment	21
8.3.2.1 Activity based risk assessment	21
8.3.2.2 Issue based risk assessments	22
8.3.2.3 Continuous risk assessments	22
8.3.4 Methodology for the Preparation of Risk Assessments	23
8.3.5 Elements of a Risk Assessment	23
8.3.5.1 Risk Identification	25
8.3.5.2 Risk Analysis	27
8.3.5.3 Risk Evaluation	28
8.3.5.4 Risk Treatment	29
8.3.6 Reporting and Recording of Risks	30
8.3.7 Monitoring and Review	31
8.3.8 Communication and Consultation	32
8.4 Resources	32

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 101 of 227

8.4.1 General	
8.4.2 Employees	33
8.4.3 Competencies	
8.4.4 Physical and Psychological Fitness	
8.4.5 Subcontractors	
8.5. Fall Protection Equipment	
8.6. Structures	
8.7 Temporary works	
8.8 Excavation work	
8.9. Demolition work	
8.10 Scaffolding	
8.11 Suspended platform	
8.12. Material hoists	
8.13. Bulk Mixing Plant	
8.14 Explosive actuated fastening Device	37
8.15 Cranes	37
8.16 Construction vehicles and mobile plant	
8.17 Electrical Installation and Machinery on construction sites	38
8.18 Use and temporary storage of flammable liquids on construction sites	
8.19 Water Environments	
8.20 Housekeeping on construction sites	
8.21 Stacking and storage	
8.22 Fire precaution on construction sites	
8.23 Construction employees' facilities	
8.24 Operational Control of the Construction Site	

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 102 of 227

8.24.1 Personnel Safety Equipment and Facilities

8.24.2 Display of substitutes notices and Signs

8.24.3 First Aid, Emergency Equipment and Procedures

8.24.4 Work in confined spaces

8.24.5 Welding, flame cutting, soldering and similar operations

8.24.6 Ladders 39

8.24.7 Environmental Conditions

8.24.8 Hazardous Chemical Substances 46

8.25 Implementation of Contractors' Health and Safety Plan 48

8.25.1 General

8.25.2 Administrative Systems 49

8.25.3 Incident Reporting, Investigation and reporting 50

8.25.4 Training 50

8.25.4.1 General induction Training 50

8.25.4.2 Site Specific Induction Training 51

8.25.4.3 Other Training 51

8.25.4.4 Awareness and Promotion 51

8.26 Safety Meetings 52

8.27. Occupational Health and Safety Committees 53

8.28. Inspections and Monitoring 54

8.29 Auditing

8.29.1 Internal Audits

 CITY OF TSHWANE IGNITING EXCELLENCE	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 103 of 227

8.29.2 Audits by the Client or Safety Agent

ANNEXURES

56

Annexure1-OHS Legal Appointments Templates

Annexure 2-Baseline risk assessment

Annexure 3-Mandatory agreement -section 37(2)

Annexure4-Acknowledgement of receipt of OHS Specifications

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 104 of 227

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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 105 of 227

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

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 construction activities

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 106 of 227

3. The Client `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;

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 107 of 227

- 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.

4. Scope

This project specific Occupational Health and Safety Specification will cover and address reasonable and foreseeable, risks, exposures and aspects of Occupational Health and Safety as affected by the activities of the tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.

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 contract work and that may lead to incidents causing injury and/or ill health to a level as low as reasonable practicable and possible.

5. 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 the client (City of Tshwane) on compliance to the applicable legal requirements related to the activity / task / process.

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 108 of 227

6. Change or Review of Specifications

Whenever the client (City of Tshwane) identifies the need to change or review the OHS Specification, approved changes and revisions will be communicated to the Principal Contractor. A cost analysis on the implementation of the proposed changes / revisions will be calculated through a collaborative processes between the Client 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 .

7. Safety Files

7.1. Preparation and Submission of safety file

The Principal Contractor shall 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 and in accordance with the specification:

1. Notification of construction work to the relevant Department of Labour (stamped on each page / no faxed copies);
2. Scope of work to be performed;
3. Public Liability
4. Personnel list (Principal Contractor employees);
5. OH&S Policy and other procedures;

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 109 of 227

6. Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations.
7. Updated copy of the Compensation for Occupational Injuries and Diseases Act (Act no. 130 of 1993) and its Regulations;
8. Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer;
9. OHS Plan approved by the Client.
10. Agreement with Mandatory in terms of Section 37(1) &2 of the OHS Act.
11. Approved risk assessments, review and monitoring plans and safe work procedures (method statements);
12. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;
13. Designs and/or drawings;
14. All written designations and appointments for project scope of work (CV and competency copies);
15. Management structure (inclusive of OH&S responsibility & meeting structure);
16. Induction training and site OHS rules;
17. Occupational health and safety training matrix / plan;
18. Arrangements with contractors and/or mandatories;
19. 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;

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 110 of 227

- Daily inspections templates of vehicles, plant and other equipment by the operator, driver and/or user;
- Daily inspections templates of excavations by competent person;
- Template for entry into confined space;
- Toolbox talks pro-forma;
- Designer's inspections and structures record template;
- Inspection and maintenance template of explosive powered tools;
- Inspection template of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances);
- Fall protection inspections template;
- 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;
- Ladder inspection template;
- Machine safety inspections template (including machine guards, lock-outs etcetera);
- Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators);
- Inspection templates of scaffolding;
- Inspection templates of stacking and storage;
- Inspections templates of structures;
- Inspections templates of vessels under pressure;
- Inspection templates of welding equipment; and

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 111 of 227

- 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;

7.2. Evaluation and approval of Safety file

The client (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 the Client. The Client will evaluate the file and give feedback to the Project manager and the Principal contractor. If the file has not been approved, the Principal contractor shall ensure that the outstanding documents are submitted for re-evaluation within 3 working days.

NOTE: The construction work cannot commence until the safety file is approved. The approval letter from the Client 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 the Client.

7.3. Principal Contractor engagement phase

The Principal Contractor shall commence with the construction work after approval of the safety file. The following processes will be applied to the Principal Contractors on a monthly basis for the duration of the contractual period:

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 112 of 227

- Monthly Compliance Assessments;
- Site Inspections;
- Progress meetings;
- Contractor`s forum OHS meetings held at City of Tshwane

An initial site establishment inspection will be conducted by the Client after approval of the safety file / plan.

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

On completion of a construction work/ project the Principal Contractor shall submit all documentation required for the consolidated safety file to City of Tshwane as part of the project hand over documentation.

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 plan;
2. A construction work permit issued by the Department of Labour as contemplated in Construction Regulation 3 of the Construction Regulations 2014 (when applicable).
3. Scope of work performed;
4. OHS Policy and other procedures;
5. Proof of registration and good standing with the Compensation Commissioner or another licensed Insurer;
6. OHS plan approved by the Client including the underpinning risk assessment(s) and method statements;

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 113 of 227

7. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work done by each contractor;
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 OHS responsibility & meeting structure);
13. Induction training conducted and site OHS rules;
14. Occupational health and safety training provided;
15. Arrangements with contractors and/or mandatories;
16. Description of security measures;
17. All applicable registers;

8. OHS Specification Requirements

8.1.General Requirements of Health and Safety Plan

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 progresses.

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 114 of 227

It is 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.

Principal 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 Principal 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 Principal Contractor envisages to implement on site to support his safety program
- How the Principal Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments
- What external resources the Principal Contractor envisages on using to ensure successful implementation and sustainability of the safety plan
- What training to employees the Principal Contractor envisages and how he would go about to execute it
- The Principal Contractor should indicate which competent persons he plans on employing based on the scope of work.

8.2. Outline of Health and Safety Plan

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 115 of 227

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

1. Aim and Scope of Plan,
2. Risk Assessment,
 - a. Alternative 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. Employees,
 - c. Subcontractors inclusive of their scope of work and their core resources,
 - d. Training,
 - e. Plant,
 - f. Vehicles,
 - g. Equipment
4. Materials,
 - a. Temporary Materials

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 116 of 227

- 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. Audits by client or Safety agent,
8. Emergency procedures and response

8.3. Risk Assessment

8.3.1 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,

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 117 of 227

- 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.

8.3.2 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:

8.3.2.1 Activity based risk assessment

The Contractor will be required to carry out activity based risk assessment before the commencement of construction activities on the Works. This 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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 118 of 227

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.

8.3.2.2 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

8.3.2.3 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,

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 119 of 227

- Pre-work risk assessment

8.3.4 Methodology for the Preparation of Risk Assessments

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

- Appoint in writing a suitably competent risk assessor
- The appointed risk assessor shall lead the risk assessment process
- 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.

8.3.5. Elements of a Risk Assessment

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,

 CITY OF TSHWANE IGNITING EXCELLENCE	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 120 of 227

- 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 above steps are as depicted in Figure 1, below.

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 121 of 227

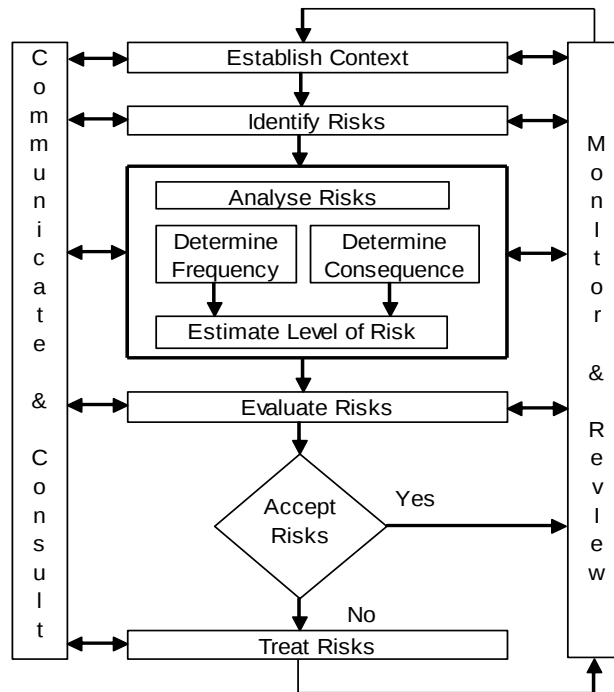


Figure 1: Risk Management Process

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 Annexure 2 of this specification..

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 122 of 227

8.3.5.1 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

3.5.2 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.

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 123 of 227

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.

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 124 of 227

8.3.5.3 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.

8.3.5.4. 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.

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 125 of 227

8.3.6. Reporting and Recording of Risks

The Principal Contractor shall ensure that the risk assessment process is recorded and included in the Health and Safety Plan. The risk assessment document should be easily accessible to the Contractor's employees, their representatives, to inspectors, the Employer or his Safety Agent. The essential contents of the document 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 program of selected treatments (including controls to manage unacceptably high risks).

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 126 of 227

8.3.7. Monitoring and Review

The contractor must indicate in the safety plan the monitoring and review plan to be used during the construction work.

8.3.8. Communication and Consultation

The Principal 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 Client or Safety Agent, the Engineer and the Contractor's employees and consultants.

8.4 Resources

8.4.1 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 (construction work)

3.3.5.2 Employees

The Principal Contractor shall provide in his Health and Safety Plan his intended Staffing Organogram for the construction work. The organogram should include all applicable legal appointments and supervisors as contemplated in the Construction Regulations 2014.

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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 127 of 227

The Principal 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 program 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.

8.4.3. Competencies

The Principal Contractor shall appoint competent person to perform duties that require competency.

8.4.4. Physical and Psychological Fitness

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 128 of 227

The Principal contractor shall ensure that all employees are in possession of a valid medical certificate of fitness to work in such an environment and issued by an occupational health practitioner in the form of Annexure 3 of the Construction regulations.

8.4.5 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.

8.5 Fall Protection Equipment

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 129 of 227

The Contractor shall with reference to Section 10: Fall Protection Equipment of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Compilation of a fall protection plan,
- How the fall protection plan will be implemented and maintained,
- How employees will be screened and declared medically fit to work in areas where fall protection equipment is needed,
- How the safeguarding of persons, plant, vehicles, equipment and facilities on the construction site is contemplated,
- Training of staff working at heights and in the use of fall protection equipment,
- How a continuous assessment of the situation will be executed,
- How fall protection equipment will be inspected for safety, and
- How corrective actions will be implemented
- Emergency plans and procedures for treatment of incidents relating to falls from height.

8.6. Structures

The Principal Contractor is required to adhere to Section 11: Structures of the Construction Regulations 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How the uncontrolled fall of structures will be prevented
- How will maintenance of the structure be carried out

8.7. Temporary works

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 130 of 227

The Principal Contractor is required to adhere to Section 12: Temporary works of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How the design of Temporary works will be carried out,
- How will the Principal Contractor ensure competent supervision of Temporary works
- How the erection of Temporary work structures will be managed,
- How the continuous assessment of the safety of Temporary work structures will be done,
- How the loading/moving of Temporary work structures will be managed or limited,
- How he intends to provide safe access for all work to be carried out above the foundation bearing level, and
- How he intends keeping records of the above.

8.8 Excavation work

Principal Contractor is required to adhere to Section 13: Excavation work, of the Construction Regulations, 2014.

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

- How will the Principal contractor ensure competent supervision of excavation work
- How will the Principal Contractor establish the stability of ground prior to excavations,

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 131 of 227

- What steps will the Principal 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?

8.9. Demolition work

Principal Contractors is required to adhere to Section 14: Demolition work, of the Construction Regulations, 2014.

The Principal Contractor shall discuss the following in detail in his safety plan:

- Briefly explain how he will safeguard people and property during and after demolition works
- Briefly explain how he will protect staff from dangerous situations
- Discuss the methods proposed to safeguard the public and property against harm during demolition works
- Discuss what type of equipment he envisage to use during demolition work
- How will the Contractor ensure the safety of equipment used during demolition work
- What steps will the Contractor deem necessary to take where hazardous materials is encountered
- How he will comply with the explosives legislation where the demolishing work involves the use of explosives
- Dust control measures

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 132 of 227

- Noise control measures

8.10. Scaffolding

The Principal Contractor shall with reference to Section 16: Scaffolding of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Appoint competent person in writing for scaffolding operations supervision,
- How compliance with SABS 085 will be ensured,
- How scaffolding in use will be maintained,
- What systems are intended to ensure the safety of scaffolding used,
- What tests will be performed to establish the safety of scaffolding used, and
- Training plan for scaffold erectors and inspectors.

8.11. Suspended platform

The Principal Contractor shall with reference to Section 17: Suspended platforms of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Appoint in writing a competent person who will supervise all suspended platform works operations.
- What systems he intends using to ensure the safety of all suspended platforms,
- What tests will be performed to establish the safety of suspended platforms,

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 133 of 227

- How he intends maintaining suspended platforms being used, and
- How he will document the design, testing, maintenance and inspections of the suspended platforms.

8.12. Material hoists

The Principal Contractor shall with reference to Section 19: Materials Hoist, 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 confirming the construction stability of the material hoists,
- Appoint in writing a competent person to inspect material hoist
- What systems he intends using to ensure the safety of all material hoists,
- How inspections will be carried out daily
- What tests will be performed to establish the safety of all material hoists,
- How he intends maintaining the material hoists being used, and
- How he will document the design, testing, maintenance and inspections of all material hoists and
- Ensure competence of operators of hoist material
- What safety procedures and precautions are envisaged to ensure safe operation of the materials hoists?

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 134 of 227

8.13. Bulk Mixing Plant

The Principal Contractor shall with reference to Section 20: Bulk mixing plants of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- What systems he intends using to ensure the safety of all bulk mixing plants,
- Appointment in writing of a competent person to supervise the operation of the bulk mixing plant
- How he intends maintaining the bulk mixing plants in use, and
- How he will document the design, testing, maintenance and inspections of bulk mixing plants in use.

8.14. Explosive actuated fastening Device

The Principal Contractor shall with reference to Section 21: Explosive actuated fastening device, of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Appointing a competent person for operation, maintenance and use of explosive actuated fastening devices,
- How he intends controlling the issuing of explosive actuated fastening device,
- How he intends implementing safety procedures prior to use of explosive actuated fastening devices, and

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 135 of 227

- What safety measures will be required during the use of explosive actuated fastening devices?

8.15. Cranes

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

The Principal Contractor shall with reference to Section 22: Cranes, of the Construction Regulations 2014 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 proof the medical fitness of the tower crane operators,
- How he will document the design, testing, maintenance and inspections of all cranes in use, and
- The Principal contractor shall proof compliance of the Driven Machinery Regulation, 1988, with reference to the lifting machinery and tackle being used.

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 136 of 227

8.16. Construction vehicles and mobile plant

The Principal Contractor shall with reference to Section 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 competent, 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,
- How he intends to comply with the National Road Traffic Act 1996, and
- How he intends safeguarding employees against construction vehicles and mobile plant moving on the construction site.

8.17. Electrical Installation and Machinery on construction sites

This section of the specification shall be read in conjunction with the provisions contained in the Electrical Installation Regulations, 1992.

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 137 of 227

The Principal Contractor shall with reference to Section 24: Electrical Installation and machinery on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Appointment of competence person for all temporary control and inspection of all temporary electrical installations,
- How he intends safeguarding employees against electrical cables or apparatus under, over or on site, and
- How he will ensure that electrical installations are of adequate strength to withstand working conditions on a construction site.

8.18. Use and temporary storage of flammable liquids on construction sites

This section of the specification shall be read in conjunction with the provisions for the use and storage of flammable goods as determined in the General Safety Regulations.

The Principal Contractor shall with reference to Section 25: Use and temporary storage of flammable liquids on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How flammable liquids will be stored to minimize the risk of fire or explosions,
- How the contractor will identify a flammable store
- What safety precautions will be employed if ventilation of the flammable store is not possible,
- How access to flammable stores will be controlled,
- How empty vessels used for the storage of flammable liquids will be disposed of,

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 138 of 227

- What quantity of flammable liquids will be stored on the construction site,
- What systems are intended to ensure the safe storage of flammable liquids, and
- What retaining methods will be used to prevent the spreading of any spillage?

8.19. Water Environments

The Principal Contractor will be required to adhere to Construction Regulation 26: Water Environments, of the Construction Regulations, 2014.

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

- What precautions will the Contractor take to identify dangers where employees may fall into water
- What safety procedures and equipment will the Contractor implement to safeguard employees working at water environments

8.20. Housekeeping and general safeguarding on construction sites

Principal Contractors will be required to adhere to Section 27: Housekeeping and general safeguarding on construction sites, of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

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

- How will contractors ensure the neatness of construction sites

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 139 of 227

- What measures does the Contractor envisage to
 - Store and/or stack materials,
 - Remove debris from site,
 - Prevent unauthorized entrance to the site
 - Protect employees or passers-by from falling objects

8.21. Stacking and storage on construction site

This section of the specification shall be read in conjunction with the provisions for the stacking of articles contained in the General Safety Regulations.

The Contractor shall with reference to Section 28: Stacking and storage on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Who will supervise the stacking and storage of materials on site,
- What systems are intended to ensure the safe stacking and storage of materials on the site ,and
- How he will keep the storage areas neat and under control

8.22. Fire precaution on construction sites

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 140 of 227

Principal Contractors will be required to adhere to Section 29: Fire precautions on construction sites, of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

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

- How the Principal Contractor will minimize the risk of fire on the site
- How the Principal Contractor will identify potential fire hazards
- What prohibitions the Contractor will implement to manage risk areas
- How many employees the Principal Contractor will train in firefighting as per risk assessment
- What organization the Principal Contractor envisage to combat fires on sites
- What precautions and procedures will be followed to evacuate employees in the case of a fire

8.23. Construction employees' facilities

Principal Contractors will be required to adhere to Section 30: Construction welfare facilities of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Facilities Regulations, 1990 (as amended) and SANS 10400.

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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 141 of 227

- How will the Principal Contractor establish the amount of facilities required for employees to shower, change, eat and attend to sanitary needs

What measures will the employer take to house employees on site who lives far from their residences or for the provision of transport?

8.24. Operational Control of the Construction Site

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 execution of all categories of work.

8.24.1. 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 construction period. To this end the Contractor shall without limiting his obligations indicate in his Health and Safety Plan:

- Identify training requirements 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.

8.24.2. Display of substituted notices and Signs

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 142 of 227

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 (c)
First Aid box	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

8.24.3. First Aid, Emergency Equipment and Procedures

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

- How he intends to ensure competence of first aiders and
- What emergency equipment will be used

8.24.4. Work in confined spaces

The Principal Contractor shall comply with Section 5 of the General Safety Regulations regarding work in confined spaces.

- How he intends to ensure competence of the people working in confined spaces.
- What steps to be taken to ensure the safety of the confined space and the air therein
- What measure he intends to put in place in case of emergency in a confined space

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 143 of 227

8.24.5. Welding, flame cutting, soldering and similar operations

The Principal Contractor shall comply with Section 9 of the General Safety Regulations, with regards to the welding, flame cutting, grinding, soldering or similar operations associated with pipework.

How the contractor intends it inform employees of the Safe operations and use of equipment and hazards which may arise

8.24.6 Ladders

The Principal Contractor shall with reference to Section 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?

8.24.7. Environmental Conditions

The Principal Contractor shall comply with the Environmental Regulations for Workplaces, 1987, and shall address the following aspects as described in the regulations in his Health and Safety plan:

- Thermal requirements,
- Lighting,

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 144 of 227

- Windows,
- Ventilation,
- Housekeeping,
- Noise and hearing conservation,
- Precautions against flooding, and
- Fire precautions and means of egress.

8.24.8. Hazardous Chemical Substances

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

The Principal 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.
- How will he ensure that employees are adequately and comprehensively informed and trained

8.25. Implementation of Contractors' Health and Safety Plan

8.25.1. General

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

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 145 of 227

The Principal 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 Principal Contractor shall indicate:

- How internal audits will be carried out,
- How audit findings will be addressed,
- How he would implement the corrective measures and recommendations of internal audits or inputs of employees.
- How he intends to review the safety plans,
- How he would train staff and keep training records

8.25.2 Administrative Requirements

The Principal Contractor shall comply with the administrative requirements of the Occupational Health and Safety Act and Regulations 85 of 1993 and other legal requirements. The Principal contractor's administrative system will without limiting his obligations cover the following:

- Keeping of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Construction work permits (where applicable)
- Procedures to follow for notifications,
- Injury on duty [IOD] administration,
- Minutes of safety meetings,
- Inspection checklists/registers,

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 146 of 227

- Safe keeping of checklists/registers, and
- Internal audits documentation.

The Principal Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act, 1993 and its Regulations is available on site for every 5 employees employed.

8.25.3. Incident Reporting, Investigation and Recording

The Principal Contractor shall comply with Section 9 of the General Administrative Regulations, 1996 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

The Principal Contractor shall report all incidents and or occurrences to the Client, investigate and keep record as contemplated by the Occupational Health and Safety Act 85 of 1993 and Regulations.

8.25.4. Training

The Principal Contractor shall train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Principal 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.

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 147 of 227

The Principal 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

8.25.4.1. 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.
- All visitors must undergo an induction training on arrival to site

8.25.4.2. 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

8.25.4.3. Other Training

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 148 of 227

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 competence in terms of the OHS Act and Regulations must be in possession of valid proof of training.

8.25.4.4. Awareness and Promotion

The Principal Contractor is required to have a promotion and awareness program in place to create an Occupational Health and Safety culture within employees as well as subcontractors.

The following are some of the methods that may be used:

- Toolbox Talks
- Posters
- Videos
- Competitions
- Participative activities such As Occupational Health and Safety Circles

8.26. Safety Meetings

The Principal Contractor shall conduct at least one formal safety meeting per 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. The meetings shall address at least the following:

- Accident / safety incidents

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 149 of 227

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

8.27. Occupational Health and Safety Committees

The principal contractor must establish Occupational Health and Safety committees consisting of all designated Occupational Health and Safety Representatives together with a number of management Representatives that are not allowed to exceed the number of Safety Reps on the committee. The members of the Safety Committee must be appointed in writing and the appointment letters must be in the Safety File.

The Safety Committee must meet but at least twice a month and consider at least the following agenda items:

- Opening and Welcome
- Members present, apologies and absent
- Minutes of previous meeting
- Matters arising from the previous meeting
- Safety Representatives inspection reports
- Incident and/or accident investigation reports

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 150 of 227

- Incident, accident and /or injury statistics
- Audit feedback
- Medical surveillance
- Endorsement of legal OHS registers and other statutory documents by a duly authorized representative of the principal contractor
- General
- Close and next meeting

8.28. Inspections and Monitoring

The Principal Contractor shall be required to inspect each workplace prior to works commencing to ensure that minimum control measures and protective equipment are in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Principal 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 Principal 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 Principal Contractor can expect inspections of the works by any of the following parties:

- The Client or Safety Agent,

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 151 of 227

- Department of Labour Inspector or any authorized person appointed by the Minister as Chief Inspector or his representative.

The Client, Safety Agent or his representative will 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.
- In the occurrence of section 24 incident
-

8.29. Auditing

8.29.1. Internal Audits

The Principal Contractor shall conduct periodic site audits as contemplated in section 7.(1.c.vii) of the Construction Regulations 2014

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

8.29.2. Audits by Client or Safety Agent

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

- The audit or follow-up audit are carried out during ordinary working hours, and
- The Client or Safety Agent gives the Contractor at least 48 hours' notice of his intention to carry out such audits.

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 152 of 227

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

The Principal Contractor's employees as indicated in the OHS organogram and the Client's project manager will be present during any audit carried out by the Employer or his Safety Agent.

NB: The office space of the Principal contractor utilized for the project duration will be audited in line with the requirements of the Occupational Health and Safety Act 85 of 1993 and Regulations.

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 153 of 227

ANNEXURE 1

LEGAL APPOINTMENTS

TEMPLATES

Attention: *(Assistant Construction Manager's Name)*

**APPOINTMENT OF THE ASSISTANT CONSTRUCTION MANAGER IN TERMS OF
CONSTRUCTION REGULATION 8(2)**

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 154 of 227

I, *(contractor's name)* hereby appoint you *(assistant construction manager's name)* as the assistant manager responsible for *(site address)* to carry out the construction work of *(description of construction work and area of responsibility)*.

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all persons are aware and understand the hazards attached to the work being carried out;
3. That the required risk assessments are carried out;
4. That precautionary measures are identified and implemented;
5. That discipline is enforced at the construction site at all times;
6. That all identified statutory requirements are met; and
7. That any other interest in terms of health and safety with respect to the responsible area is met.
8. You will accept the duties of the Construction manager in his absence.

You are required to report any deviations of the above-mentioned instruction to *(construction manager's name)* and in his absence to the contractor's representative.

This appointment is valid from *(date)* to the completion of the stipulated construction work.

You shall submit a written weekly report or any non-compliance with the Construction Regulations 2014.

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 155 of 227

Contractor's Representative full name Signature Date

.....
.....

Kindly confirm your acceptance of this appointment by completing the following:

I, (***assistant construction manager***) understand the implications of the appointment as detailed above and confirm my acceptance.

Assistant construction Manager Signature Date

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 156 of 227

Attention: *(Safety Officer's Name)*

APPOINTMENT OF THE CONSTRUCTION HEALTH AND SAFETY OFFICER IN TERMS OF CONSTRUCTION REGULATION 8(5)

I, *(contractor's name)* hereby appoint *(safety officer's name)* as the Construction Health and Safety Officer responsible for *(site address)* to manage all the health and safety issues as required in terms of the Act by establishing a health and safety program with elected health and safety Representatives.

You shall ensure that all the requirements in terms of the Act and in particular in terms of the Construction Regulations, 2014 are met. You shall also ensure that all appointed sub-contractors comply with the requirements as stipulated in the Construction Regulations, 2014.

You shall further ensure that all records, registers and required lists are maintained and shall stop construction work upon identifying any non-compliance by any contractor; this includes stopping any work should the competency of the person carrying out such work be questionable.

This appointment is valid from *(date)* to the completion of the stipulated construction work.

Contractor's Representative full name Signature Date

.....

Kindly confirm your acceptance of this appointment by completing the following:

I, *(construction health and safety officer's name)* understand the implications of the appointment as detailed above and confirm my acceptance.

Construction Health & Safety Officer's full name Signature Date

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 157 of 227

Attention: **(Construction Vehicle and Mobile Plant Inspector)**

APPOINTMENT OF THE CONSTRUCTION VEHICLE AND MOBILE PLANT INSPECTOR IN TERMS OF CONSTRUCTION REGULATION 23(1) (d)

I, **(contractor's name)** hereby appoint **(construction vehicles and mobile plant inspector's name)** as the construction vehicles and mobile plant inspector responsible for **(site address)** to inspect on a daily basis all construction vehicles and mobile plant, as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to construction vehicles and mobile plant that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2014 are at all times met.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

Contractor's Representative full name Signature Date

.....

Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction vehicles and mobile plant inspector's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Construction vehicles and mobile plant Signature Date

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 158 of 227

Inspector's full name

Attention: ***(Sub-Contractor's Name)***

APPOINTMENT OF SUB-CONTRACTOR IN TERMS OF THE CONSTRUCTION REGULATION 7(c)

I, ***(contractor's name)*** hereby appoint ***(sub-contractor's name)*** as the sub-contractor responsible for ***(site address)*** to carry out the construction work of ***(description of construction work)***.

You shall ensure that you meet all the requirements in terms of the Act and in particular in terms of the section 37(2) agreement and the Construction Regulations, 2014. You shall also ensure that all contractors appointed by yourself and reporting to you comply with the requirements as stipulated in the Construction Regulations, 2003.

You shall also ensure that all the information and specifications to ensure that the construction work is carried out in a safe manner are carried over to all contractors appointed and reporting to you.

You shall further ensure that all records, registers and required lists are maintained and that all persons appointed to carry out tasks as stipulated by these regulations are competent and have the necessary resources to complete their tasks effectively in such a manner that health and safety is not in any manner compromised.

This appointment is valid from ***(date)*** to the completion of the stipulated construction work.

You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

Contractor's Representative full name

Signature

Date

Kindly confirm your acceptance of this appointment by completing the following:

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 159 of 227

I, (***sub-contractor's name***) understand the implications of the appointment as detailed above and confirm my acceptance.

Sub-Contractor's Representative full name Signature Date

Attention: (***Construction Manger's Name***)

APPOINTMENT OF THE CONSTRUCTION MANAGER IN TERMS OF CONSTRUCTION REGULATION 8(1)

I, (***contractor's name***) hereby appoint (***construction manager's name***) as the Manager responsible for (***site address***) to carry out the construction work of (***description of construction work and area of responsibility***).

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all statutory appointments have been completed;
3. That, where required, health and safety committees are established and that meetings are accordingly held;
4. That all persons are aware and understand the hazards attached to the work being carried out;
5. That the required risk assessments are carried out;
6. That precautionary measures are identified and implemented;

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 160 of 227

7. That discipline is enforced at the construction site at all times;
8. That all identified statutory requirements are met; and
9. That any other interests in terms of health and safety with respect to the responsible area is met.
10. You will in writing delegate your duties to the Assistant Construction Supervisor while absent from site.

You are required to report any deviations of the above-mentioned instructions to **(contractor's name)**. This appointment is valid from **(date)** to the completion of the stipulated construction work. You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

_____	_____	_____
Contractor's Representative full name	Signature	Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction manager)** understand the implications of the appointment as detailed above and confirm my acceptance.

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 161 of 227

Construction Manager's full name Signature Date

Attention: *(Excavation Work Supervisor's Name)*

APPOINTMENT OF THE EXCAVATION WORK SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 13 (1)(a)

I, *(contractor's name)* hereby appoint *(excavation work supervisor's name)* as the excavation work supervisor responsible for *(site address)* to supervise and carry out all the necessary inspections in terms of all excavation work as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to excavation work that that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met.

This appointment is valid from *(date)* to the completion of the stipulated construction work.

Contractor's representative full name Signature Date

Kindly confirm your acceptance of this appointment by completing the following:

I, *(excavation work supervisor's full name)* understand the implications of the appointment as detailed above and confirm my acceptance.

Excavation Work Supervisor full name Signature Date

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 162 of 227

Attention: (*Ladder Inspector's Name*)

APPOINTMENT OF THE LADDER INSPECTOR IN TERMS OF THE GENERAL SAFETY REGULATION 13(A)

I, (*contractor's name*) hereby appoint (*ladder inspector's name*) as the ladder inspector responsible for (*site address*) to manage ladders on site. You should inspect the ladders as per the checklist at least once a week.

You shall ensure that when becoming aware of any health and safety hazards in respect to ladders that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2003 are at all times met.

This appointment is valid from (*date*) to the completion of the stipulated construction work.

Contractor's representative full name Signature Date

Kindly confirm your acceptance of this appointment by completing the following:

I, (*ladder inspector's full name*) understand the implications of the appointment as detailed above and confirm my acceptance.

Ladder inspector's full name Signature Date

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 163 of 227

Attention: **(Risk Assessor's Name)**

APPOINTMENT OF THE CONSTRUCTION SITE RISK ASSESSOR IN TERMS OF CONSTRUCTION REGULATION 9(1)

I, **(contractor's name)** hereby appoint **(risk assessor's name)** as the construction site risk assessor responsible for **(site address)** to carry out risk assessments prior to the commencement of construction work and any other risk assessment that may be required for the duration of the construction work.

You shall ensure that all risks are identified and analyzed and that safe working procedures are drafted and implemented to reduce, mitigate or controls the hazards that were identified.

You will at least use the risk evaluation program with the provided checklists.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

Contractor's representative full name	Signature	Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction site risk assessor's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Construction site Risk Assessor's full name	Signature	Date

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 164 of 227

Attention: *(Stacking and Storage Supervisor's Name)*

APPOINTMENT OF THE STACKING AND STORAGE SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 28 (a)

I, *(contractor's name)* hereby appoint *(stacking and storage supervisor's name)* as the stacking and storage supervisor responsible for *(site address)* to manage all stacking and storage on site.

You shall inspect all new stacking and thereafter as often as needed according to the checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to stacking and storage that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met. On identifying any shortfalls or hazards convey such information in writing to the construction supervisor.

This appointment is valid from *(date)* to the completion of the stipulated construction work.

Contractor's Representative full name Supervisor Date

Kindly confirm your acceptance of this appointment by completing the following:

I, *(stacking and storage supervisor's full name)* understand the implications of the appointment as detailed above and confirm my acceptance.

Stacking and Storage Supervisor's Signature Date

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 165 of 227

Attention: First Aider

OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993), GENERAL SAFETY REGULATIONS 3(4) – FIRST AIDER

I, _____, having been appointed as contemplated in Section 16(2) of the Occupational Health and Safety Act (85 of 1993), hereby appoint you, _____, as First Aider for the _____.

RESPONSIBILITIES

1. Ensure you inspect the contents of the first aid box at least once per month.
2. Ensure all dressing undertaken is recorded on the treatment register.
3. Ensure deviations noted are reported to your supervisor.
4. Ensure the necessary signage is placed to define first aid box placement and responsible first aider's name.

Kindly confirm your acceptance of this appointment and understanding of the duties involved by signing this legal appointment.

Yours faithfully

SECTION 16 (2) APPOINTEE

I accept the appointment as set out above and confirm my understanding of the duties involved.

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 166 of 227

Signed: _____

Date: _____

Attention: Safety Representative

OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993)

SECTION 17 – HEALTH AND SAFETY REPRESENTATIVE

I, _____, having been appointed as contemplated in Section 16(2) of the Occupational Health and Safety Act (85 of 1993), hereby appoint you, _____, as Health and Safety Representative, as contemplated in Section 17 of the Occupational Health and Safety Act (85 of 1993).

You are hereby appointed from _____ until _____ as a Health and Safety Representative for the following project:
_____.

RESPONSIBILITIES

1. Review the effectiveness of the Health and Safety measures within your area of responsibility;
2. Assess the potential hazards to the Health and Safety of the employees at the workplace;
3. Investigate the causes of incidents and all complaints from the employees relating to their Health and Safety;
4. Inspect the workplace and report on such inspection, and the aspects mentioned in (1), (2) and (3) above, to the employer;

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 167 of 227

5. Participate in the investigations into incidents, in your designated area as contemplated in Section 18 of the Occupational Health and Safety Act (85 of 1993).

Kindly confirm your acceptance of this appointment and understanding of the duties involved by signing this legal appointment.

Yours faithfully

SECTION 16 (2) APPOINTEE

I accept the appointment as set out above and confirm my understanding of the duties involved.

Signed: _____

Date: _____

 CITY OF TSHWANE IGNITING EXCELLENCE	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 168 of 227

ANNEXURE 2

Identified Hazards

In terms of Regulation 9 (1) (a) of the Construction Regulations 2003 the following hazards anticipated with the scope of work have been identified.

NOTE: The list of potential hazards is by no means intended to be all inclusive and is not limited to this list, and it remains the responsibility of the Contractor to identify all possible hazards with regards to his scope of work and to put measures in place to mitigate, reduce or control these hazards.

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 169 of 227

	City of Tshwane: Energy and Electricity Division	
	Baseline Risk Assessment document	

PROJECT INFORMATION:

CONTRACT NR:	LOCATION: Tshwane Wide	SCOPE OF WORK: The tender for the refurbishment of the City of Tshwane's electrical equipment as and when required over a 3 year period.

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 170 of 227

RISK RATING AND ABBREVIATIONS:

Risk Rating	Abbreviations
15-25 EXTREME	O= OCCUPATIONAL
8 - 14 HIGH	H = HEALTH
4 - 7 MEDIUM	S=SAFETY
1 - 3 LOW	

RISKS CONSEQUENCES AND PROBABILITY:

RISKS	CONSE- QUENCES	PROBABILITY				
		Almost Certain	Likely	Possible	Unlikely	Almost Impossible
		5	4	3	2	1

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 171 of 227

OHS	Multiple fatalities, or significant irreversible effects to >50 persons Serious, long term environmental impairment of ecosystem function Very serious impact on quality of product/service. Definite loss of customer or discontinuation of contract with service provider	5	25	20	15	10	5
OHS	Single fatality and/or severe irreversible disability to one or more persons Serious medium term environmental effects Serious impact on quality of product / Probable loss of customer or discontinuation of contract with service provider	4	20	16	12	8	4

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 172 of 227

OHS	Moderate irreversible disability or impairment (<30%) to one or more persons. Moderate, short-term effects but not affecting ecosystem function Moderate impact on quality of product / Possible loss of customer or discontinuation of contract with service provider	3	15	12	9	6	3
OHS	Objective but reversible disability requiring hospitalization Minor effects on biological or physical environment Minor impact on quality of product / Minor impact on relationship with customer or service provider	2	10	8	6	4	2

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 173 of 227

OHS	No medical treatment required. Limited damage to minimal area of low significance Limited impact on quality of product / Minimal impact on relationship with customer or service provider	1	5	4	3	2	1
------------	---	---	---	---	---	---	---

PROJECT BASELINE RISK ASSESSMENT:

N o:	Task	Step in Process	Tool and Equipment use:	Hazards in Carrying out this Step:	Risk (Harm):	Risk Analyses:				Risk Reducing Control Measures:
						OHS	Con sequence	Prob ability	Risk Rati ng:	
1	Supply and delivery	Transport of the material to site and to the service provider's factory	Vehicles: 1. Trucks 2. Cranes	Worn out tyre, not road worthy vehicles, wrong handling of material Non-compliance of personnel	Accident, material falling off the vehicles,	OHS	4	4	16	Vehicles must be inspected, the load must be correctly fastened on the truck, and training must be conducted on handling of the material. First aid kit must be available on site

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 174 of 227

No:	Task	Step in Process	Tool and Equipment use:	Hazards in Carrying out this Step:	Risk (Harm):	Risk Analyses:				Risk Reducing Control Measures:
						OHS	Con sequence	Prob ability	Risk Rating	
2	On-loading and offloading	On-loading and offloading of products on and off the truck	Vehicles: 1. Trucks 2. Cranes	wrong handling of material Not certified crane Non-compliance of personnel	Accident, material falling off the vehicles,	OHS	4	4	16	Vehicles must be inspected, Crane must be certified and training must be conducted on handling of the material. First aid kit must be available on site
3	Oil spillages	Extraction of contaminated oil from the equipment Purification of oil Handling oil leaking equipment/ products Refilling of oil into the equipment	Oil pump machine Oil containers Oil cleaning products Sealing products	Oil spillage on site and property Working with flammable liquids Slipping from oil spillage	Burns, accident, slipping, contamination of the environment and irritation of the nose, eyes and skin	OHS	4	5	20	Proper personal protective clothing must worn by all personnel. Training must be issued to personnel on working with flammable liquids and extinguishing of flames. Training must be issued to personnel on handling hazardous liquids First aid kit must be available on site

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
	PROJECT LOCATION	TSHWANE WIDE
	PROJECT DESCRIPTION	The tender for the refurbishment of the City of Tshwane's electrical distribution transformers, miniature substation and ring main units as and when required over a 3 year period.
	PAGES	Page 175 of 227

ANNEXURE 3

MANDATORY AGREEMENT

(SECTION 37.2)

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 BETWEEN
THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY
(Hereinafter referred to as the "CLIENT")
AND

.....
Herein represented by in
his/her capacity as duly
authorised by virtue of a resolution dated
Attached hereto as Annexure A of the said
(hereinafter referred to as the "CONTRACTOR").

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

.....

Contract number

.....

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 CLIENT.

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:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the
CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms
thereof.

2. The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with: Provided that should the CLIENT 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.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations and the CONTRACTOR expressly absolves the CLIENT from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures as the case may be.

4. The CONTRACTOR agrees that any duly authorised officials of the CLIENT shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with this undertaking as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

Thus signed at PRETORIA for and on behalf of the CLIENT on this the.....day of..... 20

AS WITNESSES:

1.

2.

.....
SIGNATURE

.....
NAME AND SURNAME

.....
CAPACITY

Thus signed at PRETORIA for and on behalf of the CONTRACTOR on this the

..... day of 20

AS WITNESSES:

1.

2.

.....
SIGNATURE

.....
NAME AND SURNAME

.....
CAPACITY

ANNEXURE 4 ACKNOWLEDGEMENT OF RECEIPT OHS SPECIFICATION

Acknowledgement of receipt of OHS Specification:

Name of Designer/Contractor

I, the undersigned, hereby acknowledge that I have obtained copies of OHS Specification and confirm full compliance to the conclusion of project or construction work.

Signed aton this Day of.....20.....

Signature of Designer /Contractor Manager

Date

Signature of Contractor Supervisor

Date

Witness 1 Witness 2

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

1. Application

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

3. General

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

	3.2	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. Standards	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information inspection.	5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance	11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services, services	13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
	13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the

final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- | | |
|---|--|
| 15.3 | The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. |
| 15.4 | Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. |
| 15.5 | If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract. |
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be. |
| 18. Contract | 18.1 No variation in or modification of the terms of the contract shall be made amendments except by written amendment signed by the parties concerned. |
| 19. Assignment | 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| 20. Subcontracts | 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> |

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated

fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all

		reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
34. Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
	34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

10. DRAFT SERVICE LEVEL AGREEMENTS

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)

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**”)

CONTENT

<u>1</u>	<u>DEFINITIONS</u>	198
<u>2</u>	<u>INTERPRETATION</u>	200
<u>3</u>	<u>APPOINTMENT</u>	201
<u>4</u>	<u>PURPOSE OF THE AGREEMENT</u>	201
<u>5</u>	<u>RELATIONSHIP</u>	202
<u>6</u>	<u>DURATION</u>	202
<u>7</u>	<u>CONTACT PERSON</u>	202
<u>8</u>	<u>SCOPE OF GENERAL SERVICES</u>	202
<u>9</u>	<u>PRICE AND PAYMENT</u>	203
<u>10</u>	<u>PRICE RESTRUCTURING</u>	204
<u>11</u>	<u>SERVICE LEVELS</u>	205
<u>12</u>	<u>WITHHOLDING OF PERFORMANCE</u>	206
<u>13</u>	<u>PENALTY</u>	206
<u>14</u>	<u>ACCESS</u>	207
<u>15</u>	<u>DELIVERY OF GOODS</u>	207
<u>16</u>	<u>DEFECTIVE GOODS</u>	208
<u>17</u>	<u>AMENDMENT OR CANCELLATION OF PURCHASE ORDER</u>	209

<u>18 INSPECTION</u>	209
<u>19 TRAINING</u>	211
<u>20 SERVICE PROVIDER’S WARRANTIES AND INDEMNITIES AND LIABILITIES</u>	211
<u>21 SERVICE PROVIDER’S PERSONNEL</u>	213
<u>22 STATUTORY AND EMPLOYMENT ISSUES</u>	214
<u>23 SUB-CONTRACTING</u>	215
<u>24 CONFIDENTIALITY</u>	216
<u>25 INTELLECTUAL PROPERTY RIGHTS</u>	217
<u>26 FORCE MAJEURE</u>	218
<u>27 CESSION</u>	219
<u>28 CHANGE OF CONTROL / CIRCUMSTANCE</u>	219
<u>29 BREACH</u>	219
<u>30 EARLY TERMINATION</u>	220
<u>31 DISPUTES</u>	220
<u>32 LAWS AND JURISDICTION</u>	223
<u>33 NOTICES AND COMMUNICATIONS</u>	223
<u>34 GENERAL AND MISCELLANEOUS</u>	225
<u>35 EXECUTION</u>	225

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:

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”**;

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 7 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

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.

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.

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 30 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.

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 the refurbishment of the City of Tshwane's electrical distribution transformers, miniature sub-stations and ring main units as and when required over a 3 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.

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 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.

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 7 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 29 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 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 30 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, 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.

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.

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 29 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.

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 TRAINING

If required, the Service Provider shall after delivery 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.

20 SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES AND LIABILITIES

20.1 Service Warranties

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

20.1.1.1 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;

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

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

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

20.1.1.5 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;

20.1.1.6 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;

20.1.1.7 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;

20.1.1.8 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; ;

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

20.1.1.10 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;

20.1.1.11 free from any defects in material and workmanship;

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

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

20.1.1.14 ensuring that all applicable laws are observed;

20.1.1.15 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.

20.1.1.16 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.

20.2 **Indemnity**

20.2.1 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.

20.3 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.

21 SERVICE PROVIDER'S PERSONNEL

21.1 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.

21.2 Character of Employees

21.2.1 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.

21.2.2 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.

21.2.3 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.

22 STATUTORY AND EMPLOYMENT ISSUES

22.1 The Service Provider shall comply with all employment legislation

22.1.1 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.

22.1.2 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.

22.2 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.

22.3 Occupational Health and Safety Act, 1993

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.

23 SUB-CONTRACTING

23.1 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.

23.2 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.

23.3 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.

23.4 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:

23.5 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;

23.6 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;

23.7 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

23.8 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.

24 CONFIDENTIALITY

24.1 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.

24.2 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.

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

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

24.3.2 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

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

25 INTELLECTUAL PROPERTY RIGHTS

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

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

25.3 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.

25.4 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.

25.5 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.

25.6 Should any claim be made against the City by any third party in terms of clause 25.1 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.

25.7 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:

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

25.7.2 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

25.7.3 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

25.7.4 withdraw the subject of infringement.

26 FORCE MAJEURE

26.1 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.

26.2 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.

26.3 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").

26.4 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.

26.5 The Party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such party shall have given 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.

27 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.

28 CHANGE OF CONTROL / CIRCUMSTANCE

28.1 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.

28.2 The Parties agree that should there be a change as envisaged in clause 28.1 above, the City shall have the opportunity to renegotiate the terms of this Agreement with the 3rd party.

28.3 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.

29 BREACH

29.1 Subject to clause 28.3 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:

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

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

29.1.3 impose penalties as provided for in clause 12 above.

30 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.

31 DISPUTES

31.1 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:

31.1.1 the interpretation of the Agreement;

31.1.2 the performance of any of the terms of the Agreement;

31.1.3 any of the parties' rights and obligations;

31.1.4 any procedure to be followed;

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

31.1.6 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.

31.2 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 30 above shall apply.

31.3 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").

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

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

31.4.2 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.

31.5 If the arbitration is:

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

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

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

31.6 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.

31.7 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.

31.8 The arbitrator may:

31.8.1 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;

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

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

31.8.4 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.

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

31.8.6 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.

31.8.7 Notwithstanding the provisions of clauses 31.1, 31.2, 31.3, 31.4, 31.5, 31.6, 31.7 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 document, 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.

31.8.8 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.

32 LAWS AND JURISDICTION

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

32.2 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)).

33 NOTICES AND COMMUNICATIONS

33.1 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:

33.1.1 THE CITY:

Office of the City Manager
Tshwane House
2nd Floor, Block D
320 Madiba Street
Pretoria, 0001
P O Box 440
Pretoria, 0001
Fax: 086 214 9544
Attention:
Telephone:
Email:

33.1.2 THE SERVICE PROVIDER:

.....
.....

.....
.....
.....
Attention:
Telephone:
Fax:
Email:

33.2 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.

33.3 Any notice given and any payment made by any Party to another Party (hereinafter referred to as “the addressee”) which:

33.3.1 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;

33.3.2 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.

33.3.3 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.

33.4 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.

33.5 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*.

34 GENERAL AND MISCELLANEOUS

34.1 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.

34.2 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.

34.3 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.

34.4 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.

34.5 APPROVALS AND CONSENTS

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.

35 EXECUTION

35.1 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.

35.2 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

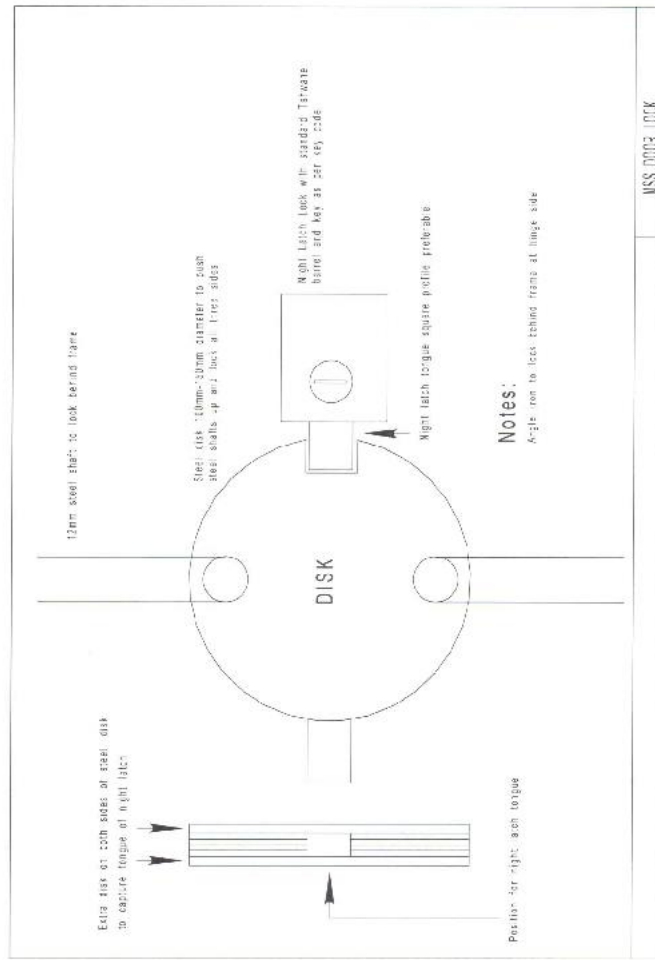
City Manager

Signed at _____ on this _____ day of _____
20

.....

Duly represented by

.....



WSS DOOR LOCK