



**CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

**TENDER NUMBER:**

EED 36-2023/24

|                            |                                                                                                                                                                                                                                                             |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TENDER DESCRIPTION:</b> | TENDER TO APPOINT SERVICE PROVIDERS TO PERFORM INSTALLATION, INSPECTION, QUALITY CONTROL, VALIDATION, AS WELL AS MAINTENANCE TASKS OF ELECTRICITY METERS IN THE CITY OF TSHWANE (COT) AREA OF SUPPLY FOR A THREE-YEAR PERIOD, ON AS AND WHEN REQUIRED BASIS |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**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

|                         |                       |
|-------------------------|-----------------------|
| <b>BID CLOSING DATE</b> | <b>07 August 2024</b> |
|-------------------------|-----------------------|

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 36-2023/24 | TENDER TO APPOINT SERVICE PROVIDERS TO PERFORM INSTALLATION, INSPECTION, QUALITY CONTROL, VALIDATION, AS WELL AS MAINTENANCE TASKS OF ELECTRICITY METERS IN THE CITY OF TSHWANE (COT) AREA OF SUPPLY FOR A THREE-YEAR PERIOD, ON AS AND WHEN REQUIRED BASIS | Energy and Electricity | Phuti S. Mabotja | <p><b>Date:</b> 22 July 2024</p> <p><b>Venue:</b> Cafeteria Hall at Princes Park Energy and Electricity Services Depot, 1st Nana Sita Street, Pretoria.</p> <p><b>Time:</b> 10:00</p> | 07 August 2024 at 10:00 |

**THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE ([www.tshwane.gov.za](http://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 07 August 2024**

**Bidders must contact the following officials for any enquiries:**

- Technical enquiries: Phuti S. Mabotja (012 358 6610 or [phutimab@tshwane.gov.za](mailto:phutimab@tshwane.gov.za))

- Supply chain enquiries: Mulondi Rasekgala (012 358 6636 or [mulondin@tshwane.gov.za](mailto: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.

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## 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: .....<br>Name: .....<br>Designation: ..... |
|              |         | Signature: .....<br>Name: .....<br>Designation: ..... |
|              |         | Signature: .....<br>Name: .....<br>Designation: ..... |
|              |         | Signature: .....<br>Name: .....<br>Designation: ..... |

## **SPECIFICATION OR TERMS OF REFERENCE**

### **ENERGY AND ELECTRICITY DEPARTMENT**

Tender to appoint service providers to perform installation, inspection, quality control, validation, as well as maintenance tasks of electricity meters in the City of Tshwane (CoT) area of supply for a three-year period, on as and when required basis.

#### **BID NUMBER**

**(EED 36-2023/24)**

#### **1. INTRODUCTION AND PURPOSE**

The City of Tshwane wants to invite bidders to tender for providing the service of installation, maintenance and conducting an audit of meters in the City of Tshwane's area of supply.

#### **2. BACKGROUND**

The City of Tshwane's Energy and Electricity Department is responsible for providing the Tshwane communities with service delivery, thus key point areas need continual supply of electricity to function efficiently.

The City of Tshwane invites bidders to tender for providing the City of Tshwane with the service of installation, maintenance and conducting audits of the electricity meters of Tshwane consumers.

#### **3. PROJECT SCOPE**

Service providers to perform installation, inspection, quality control, validation, as well as maintenance tasks of electricity meters in the City of Tshwane (CoT) area of supply for a three-year period.

##### **3.1. Applicable national and international standards**

Reference to standards: It shall be the responsibility of the service provider to ensure that the latest applicable standards, regulations, and the law of the Republic of South Africa are applied and as amended from time to time, such as

- Occupational Health and Safety Act (85/1993)
  - Electrical Installation Regulations :2009
  - NRS 047-2:2001 Electricity Supply —Quality of Service
  - SANS 10142-1: 2017 Low voltage installation
  - SANS 474:2009 Code of practice for electricity metering
-

### 3.2. LIST OF ABBREVIATIONS AND DEFINITIONS

|     |   |                                |
|-----|---|--------------------------------|
| CoC | - | Certificate of Compliance      |
| PLC | - | Power line communications      |
| CoT | - | City of Tshwane                |
| SAP | - | System Application Product     |
| VAT | - | Value Added Tax                |
| OHS | - | Occupational Health and Safety |
| CIU | - | Communication interface unit   |
| kWh | - | kilo Watt hours                |
| SP  | - | Service provider               |
| SDB | - | Service distribution box       |
| CT  | - | Current Transformer            |
| PPE | - | Personal Protective Equipment  |
| GCC | - | General Conditions of Contract |

Conventional Meter”: A meter that uses credit and allows for payment after usage

Project Manager: The representative, of the Group Head: Energy and Electricity Department to manage the tender.

Service provider: The service provider shall be any tenderer who is awarded a contract.

The word “he/him” or “she/her” shall refer to both male and female.

The singular shall imply the plural and vice versa unless otherwise clearly stated or the grammar dictates otherwise.

### 3.3. REQUIREMENTS

#### General

Carry out all tasks as per conditions of contract and the law.

Tenderers must price for all items to be considered.

The SP must report all boxes which are not in good condition (tempering, vandalism, etc) and when the conditions are preventing the SP to commence with the work.

NB: The SP shall employ suitably qualified persons.

Minimum qualifications are: N1 electrical engineering (HV) qualification and a trade test certificate (Red Seal).

The trade certificate as an electrician must be issued by Quality Council for Trades and Occupations under section 26(D) (4) of the skills development Act, 1998 (Act No 97 of 1998)

The following services are required:

### **3.3.1. PART A:**

#### **Installation of the metering infrastructure**

##### **3.3.1.1. Install new pre-paid meter in pole meter box and install CIU in the house.**

These installations will be made for houses that are being supplied from overhead distribution networks via aerial bundle conductor without communication wires.

- The metering unit shall be installed in the pole mounted SDB.
- The metering unit shall be sealed.
- The CIU must be plugged into an existing outlet point within the dwelling unit.
- The installation shall be made safe in terms of OHS Act, 85 of 1993.
- The operation of the CIU shall be tested, explained, and demonstrated and the meter card handed to the consumer.

##### **3.3.1.2. Install new pre-paid meter in pole meter box and install ready board and CIU in the house — supply COC.**

The installations will be made for houses that are being supplied from overhead distribution networks via aerial bundle conductor without communication wires (PLC).

- The metering unit shall be Installed in the pole mounted SDB.
- The metering unit shall be sealed.
- A ready board and the CIU shall be installed at the supply entry point within the dwelling unit in such a manner that it will prohibit tampering with the supply cable and the existing communication wires connected (where applicable).
- The installation shall be tested and a Certificate of Compliance (CoC) in terms of SANS 10142-1 be issued.
- The operation of the control unit shall be explained, demonstrated and the meter card handed to the consumer.
- A copy of the CoC shall be returned to the CoT project manager upon completion.

##### **3.3.1.3. Install new 1Phase pre-paid meter in meter kiosk and install, CIU in the house.**

These installations will be made for houses that are being supplied from underground distribution networks via cable conductor with communication wires.

- The metering unit shall be installed in the existing SDB in the street reserve.
- The metering unit shall be sealed.
- The control unit must be handed over to the client to keep in a safe place within the dwelling unit.
- The operation of the control unit shall be tested, explained, and demonstrated and the meter card handed to the consumer.

##### **3.3.1.4. Install new 3Phase pre-paid meter in meter kiosk and install, CIU in the house.**

These installations will be made for houses that are being supplied from underground distribution networks via cable conductor with communication wires.

- The metering unit shall be installed in the existing SDB in the street reserve.
- The metering unit shall be sealed.
- The control unit must be handed over to the client to keep in a safe place within the dwelling unit.
- The operation of the control unit shall be tested, explained, and demonstrated and the meter card handed to the consumer.

**3.3.1.5. Install new pre-paid meter in meter kiosk and install ready board and CIU in the house — supply CoC.**

These installations will be made for houses that are being supplied from underground distribution networks via cable conductor with communication wires.

- The metering unit shall be installed in the existing SDB in the street reserve.
- The metering unit shall be sealed.
- A ready board and the CIU shall be installed at the supply entry point within the dwelling unit in such a manner that it will prohibit tampering with the supply cable.
- The installation shall be tested and a Certificate of Compliance (CoC) in terms of SANS 10142-1 be issued.
- The operation of the control unit shall be explained, demonstrated and the meter card handed to the consumer.
- A copy of the CoC shall be returned to the CoT project manager upon completion.

**3.3.1.6. Replace existing 1Phase postpaid meter with a pre-paid meter and install, CIU in house. (Retrofit)**

These installations will be made for houses that are being supplied from underground distribution networks via cable conductor without communications wires.

- The existing postpaid meter inside or on the outside wall of the dwelling must be recovered, marked, the final reading, meter number, dwelling address, and the date to be noted and then returned to the CoT project manager upon completion.
- The new pre-paid metering unit must be installed in the existing SDB in the street reserve.
- The metering unit must be sealed.
- The control unit must be plugged into an existing outlet point within the dwelling unit.
- This position should enable ease of use by the consumer.
- The operation of the control unit must be tested and then explained and demonstrated and the new meter card handed to the consumer.

**3.3.1.7. Replace existing 3Phase postpaid meter with a pre-paid meter and install, CIU in house. (Retrofit)**

These installations will be made for houses that are being supplied from underground distribution networks via cable conductor without communications wires.

- The existing postpaid meters inside or on the outside wall of the dwelling must be recovered, marked, the final readings, meter numbers, dwelling address, and the date to be noted and then returned to the CoT project manager upon completion.
- The new pre-paid metering unit must be installed in the existing SDB in the street reserve.
- The metering unit must be sealed.
- The control unit must be plugged into an existing outlet point within the dwelling unit.
- This position should enable ease of use by the consumer.
- The operation of the control unit must be tested and then explained and demonstrated and the new meter card handed to the consumer.

#### **3.3.1.8. Delivery of installation Notices.**

These notice letters will be to inform customers of intended meter installations or replacements.

- The notice letter will be delivered to the address noted on the notice letter.
- Photos with GPS coordinates and time stamp will be kept as proof of delivery. This will have to be delivered to the project manager in electronic format.

### **3.3.2. PART B –**

#### **MAINTENANCE AND RETROFITTING OF THE EXISTING METERING INFRASTRUCTURE FOR EXISTING CONSUMERS**

**Note: All Items under (3.3.2) could be for normal working hours and/or after hours, including weekends & public holidays.**

**Service providers will have to be ready to provide teams to perform below maintenance jobs during the same hours as the CoT, in conjunction with CoT employees on duty/standby.**

##### **3.3.2.1. Replace existing pre-paid meter on pole and CIU in house.**

These installations will be made for houses that are being supplied from overhead distribution networks via aerial bundle conductor without communication wires.

- The existing pre-paid meter inside or on the outside wall of the dwelling must be recovered, marked/labelled, and returned to the CoT project manager.
- The new metering unit must be Installed in the pole mounted SDB.
- The metering unit must be sealed.
- The control unit must be installed in a convenient and safe place within the dwelling unit and the existing communication wires connected.
- The operation of the control unit must be tested, explained, and demonstrated and the meter card handed to the consumer.

##### **3.3.2.2. Replace existing 1Phase pre-paid meter in kiosk and CIU in house.**

These installations will be made for houses that are being supplied from underground distribution networks.

- The existing pre-paid meter inside or on the outside wall of the dwelling must be recovered, marked/labelled, and returned to the CoT project manager.
- The new metering unit must be Installed in the outside SDB.
- The metering unit must be sealed.
- The control unit must be handed over to the client to keep in a safe place within the dwelling unit.
- The operation of the control unit must be tested, explained, and demonstrated and the meter card handed to the consumer.

##### **3.3.2.3. Replace existing 3Phase pre-paid meter in kiosk and CIU in house.**

These installations will be made for houses that are being supplied from underground distribution networks.

- The existing pre-paid meter inside or on the outside wall of the dwelling must be recovered, marked/labelled, and returned to the CoT project manager.
- The new metering unit must be Installed in the outside SDB.
- The metering unit must be sealed.
- The control unit must be handed over to the client to keep in a safe place within the dwelling unit.

- The operation of the control unit must be tested, explained, and demonstrated and the meter card handed to the consumer.

#### **3.3.2.4. Replace and pair CIU for existing pre-paid meter.**

These installations will be made for houses that are being supplied from underground distribution networks, or overhead cable from pole mounted meter.

- The existing CIU inside the dwelling must be recovered, marked/labelled, and returned to the CoT project manager.
- The new CIU unit must be handed over to the client to keep in a safe place within the dwelling unit.
- The operation of the control unit must be tested, explained, and demonstrated and the meter card handed to the consumer.

#### **3.3.2.5. Prepaid Meter: Voucher or Engineering Token to be loaded on existing pre-paid meter installation.**

Such as, Verification Token – Loading Voucher – Loading Tamper Code – Loading key changes.

- Loading voucher – This will be done to assist the client that struggles to load their voucher.
- Loading Tamper Code – This will be done when the technician confirms that there was no illegal tampering with the meter, to normalize the meter. The tamper code will be requested by the technician from the CoT vending team.
- Loading key changes – This will be supplied by the CoT vending team and must be entered on the meter to ensure correct metering operation.
- Verification Token – This will be to confirm information and will be done on request from the CoT.

#### **3.3.2.6. Visit Fee:**

Such as, House Lock – Found Done – Refusal.

- Where the technician cannot complete the work to reasons mentioned above.
- Photos with GPS coordinates, date and time stamp will be kept as proof of visit. This will have to be returned attached to the uncompleted job's, job card must also have a narrative of findings on site.
- The photos must show the full house, the box in front of the house and the google picture cannot be accepted.
- The service provider is responsible must ensure that the address allocated on the job card is correct is found. Can't find address will not be compensated.

#### **3.3.2.7. Provide a hydraulic tower with operator.**

Vehicle to be utilized by CoT teams for metering operations.

- Cost must be per day.

- First 100km per day included.
- Driver should have valid driver's license, and PDP.
- Driver should have necessary operating qualification.

#### **3.3.2.8. Removal of Prepaid or Postpaid meter.**

This work will be done if Conventional or any type of pre-paid meter needs to be removed from the premise.

- All the information that is gathered must be neatly and accurately documented and submitted to the project manager.

#### **3.3.2.9. Standby and Overtime activities.**

- The service provider may be expected to perform overtime activities as and when required.

#### **3.3.2.10. Occupational Health and Safety .**

**3.3.2.10.1 OHS File** – Compilation and implementation of OHS plan

**3.3.2.10.2 OHS File update** – Update file as and when required.

**3.3.2.10.3 Safety Officer** – Compilation and implementation of OHS plan

**3.3.2.10.4 Operations infrastructure provision**

### **3.3.3. PART C:**

#### **INSTALLATION OF THREE PHASE METERING INFRASTRUCTURE: 3PHASE 4-WIRE DIRECTLY CONNECTED**

##### **3.3.3.1. Install 3door Maximum Demand meter kiosk according to COT specifications. For 3Phase 4-wire directly connected metering.**

- CoT Isolator/Breaker, for supply side, according to installation size determined by CoT planner.
- Board for mounting Maximum Demand Meter on second door.
- Consumer Circuit Breaker on third door, according to installation size determined by CoT planner.
- Internal wiring according to COT specifications.
- COC must be Issued and handed over to COT Project manager.

##### **3.3.3.2. Replace or Install 3Phase 4 WIRE Maximum Demand meter.**

- Replace or Install MD meter in the MD kiosk.
- All the information that is gathered must be neatly and accurately documented

- and submitted to the project manager.
- Photo with timestamp and GPS coordinates must be added to the job card.

#### **3.3.3.3. Install or replace CoT Isolator/Breaker.**

- Isolator/Breaker to be supplied by CoT.

## **PART C:**

### **INSTALLATION OF THREE PHASE METERING INFRASTRUCTURE: CT (CURRENT TRANSFORMER) DRIVEN**

#### **3.3.3.4. Install 3door Maximum Demand meter kiosk according to COT specifications. For 3Phase CT connected MD metering.**

- CoT Isolator/Breaker, for supply side, according to installation size determined by CoT planner.
- Ct's according to installation size determined by CoT planner.
- 5amp fuse holders with 5amp fuses.
- Board for mounting Maximum Demand Meter on second door.
- Consumer Circuit Breaker on third door, according to installation size determined by CoT planner.
- Internal wiring according to COT specifications.
- COC must be Issued and handed over to COT Project manager.

### **3.3.4. PART D: INSPECTION, QUALITY CONTROL AND VALIDATION**

#### **3.3.4.1. Inspection, quality control and validation of consumers' Information and/or meter information. (Non-technical)**

Inspection, quality control and validation of consumers' information (non-technical) This work may be done by a non-technical person who can read and write and entails the collection of the following information:

- consumer identity information,
- site address,
- consumer account number,
- Meter number on site, and any other relevant information, and submission to the CoT.

All the information required must be gathered neatly and accurately documented in the prescribed format.

Furthermore, the SP will be expected to audit the information submitted under work performed (Part A, B and C) and ensure that information on site corresponds to CoT's database.

Sampling methodology for Inspection, quality control and validation purposes will be agreed upon prior any work is performed and it will make use of the scientifically approved method.

**NB: SP must not open the meter box.**

#### **3.3.4.2. Inspection, quality control and validation of technical installations**

This work must be done by a qualified Electrician/s and entails the inspection and auditing of all installation (work performed under part A, B and C,). The inspection and auditing should ensure that work performed under part A,B and C is of great quality, complies with City of Tshwane standards, Occupational, Health and Safety ACT(OHS) Act 85 of 1993 and regulations as amended, NRS 055, NRS 057, SANS 474 and all applicable regulations.

Sampling methodology for inspection, quality control and validation, will be agreed upon prior any work is performed and it will make use of the scientifically approved methods. Fundamentally, Inspection, quality control and validation of technical installations entails, inter alia, the following.

- 1) Meter number and readings
  - 2) CT ratios
  - 3) State of the meter
  - 4) Meter seals
-

- 5) Functionality of the meter
- 6) Installation type
- 7) Condition of wiring and fuses
- 8) Polarity
- 9) And any other relevant item.

The SP must provide CoT with a list of qualified persons who will obtain safety training and authorization for working on the CoT electricity network infrastructure and CoT reserve the right to accept or reject any person on the list of the submitted qualified persons.

- The SP shall appoint a contract manager to ensure that the work is performed to the satisfaction of Energy and Electricity Department.
- Should the SP find a house-lock, he/she will leave a notice for the customer to make arrangements for further engagements.
- The period of completion for the specific purchase order (PO) shall be specified in the PO document. The SP shall comply with the completion date and provide reports on completion in a form specified in the PO document. Purchase order document includes the purchase order itself and any other documents attached that are given to the SP and in it the details of the specific tasks are explained.
- The contract manager shall be available (24/7) 24 hours per day from Monday to Sunday, unless otherwise stated elsewhere in this document. All communication between the CoT staff and the SP shall be handled through the contract manager. All expenditures concerning the contract manager shall be included in the rates as set out in the schedule of rates. No separate payment will be made for the contract manager.
- The service provider shall be responsible for the project and its activities from the date when the contract is signed until end of the defects period.
- CoT reserves the right to cancel or amend this contract, or part thereof, after giving three months written notice.

### **3.4. EQUIPMENT**

All the SP's tools/ equipment to be used on site shall comply with the requirements of the Occupational Health and Safety Act. The Energy and Electricity Department's Quality, Safety and Environment section must at any given time, be allowed to perform checks in terms of contract requirements and the law.

The minimum equipment/tools referred to above are: Multimeter, Stepladders, Screw drivers, Light Delivery Vans, PPE, e.g. safety harness, etc.

### **3.5. WORKING CONDITIONS SP'S EMPLOYEES**

The conditions of work for the SP's employees shall comply to the Basic Condition of Employment Act (BCEA) and as amended from time to time. Deviations shall be in accordance to the BCEA.

#### **3.5.1. Standby services**

The SP is obligated to supply standby services to ensure compliance to the NRS 047. Standby response time will be in accordance with the prescribed standard(s). This service must be included in the rates calculations. Failure to provide a rate for the standby service will lead to disqualification for the particular portion.

If required, the tender must include standby/ over time rate of the work done/ per installation.

### **3.6. MATERIALS**

All materials for installation work where required, will be supplied by the CoT unless otherwise indicated in this document or other document in terms of conditions of this contract.

The SP shall obtain prior approval from the Energy and Electricity Department of his program for collecting materials. The SP shall from the time of collection of the materials be responsible for the handling, transportation, security, insurance (full material replacement value) and storage thereof. The cost must be included in the rates.

The SP shall provide/submit written proof of insurance of the materials given to the SP. The SP shall re-imburse the CoT for any material lost whilst it is under his care/ control.

### **3.7. CONTROL MEASUREMENTS**

The SP shall ensure that at all times a sufficient control method is in place for the following:

- a. Logistics for the transportation of the materials.
  - b. Storage location for all meters collected from the CoT stores.
  - c. Provision of security for the materials.
  - d. Records of where materials are installed.
  - e. Persons in possession of the specific materials.
  - f. Record of all functions performed per installation site.
-

### **3.8. PROJECT MANAGEMENT**

SP shall have or appoint his or her own Project Manager(s) with a minimum qualification of a National Diploma and Project Administrators(s) with a minimum of a matric certificate or equivalent and ensure that the work appointed on is properly managed and administered.

SP shall keep verifiable and accurate records and statistics of the work performed. SP shall timeously, and specifically upon request by CoT, report on the work performed.

SP shall be responsible for the meters issued to him or her by the CoT, and also meters recovered from site until handed over to CoT.

Installed meters must clearly marked.

### **3.9. SCHEDULE OF RATES**

**3.9.1.** The unit rates shall be as per the PRICE SCHEDULE as far as can be determined, every type of installation and material required, and equipment used for the installation. Quantities provided herein are for demonstration purpose only and are based on the history and current needs.

**3.9.2.** The tenderer shall tender for all items on the Schedule of Rates. Omitting any one item will lead to disqualification.

### **3.10. UNIT PRICE (SCHEDULE OF PRICES) TO INCLUDE THE FOLLOWING:**

Unit rates for the execution of works shall include, inter alia, the following:

- a. Installation and commissioning costs,
  - b. Administrative expenses,
  - c. tools, equipment and auxiliary equipment,
  - d. safety equipment and clothes or PPE.
  - e. All notifications to consumers when a power failure is going to occur owing to the execution of tasks,
  - f. All tariffs, levies, taxes payable by the tender,
  - g. All expenses to restore the workplace to its original condition,
  - h. All equipment needed to conform to the Regulations of the Occupational Health and Safety Act and the By-laws of the CoT.
  - i. Collection the material from the depot.
  - j. Test the meter installation once completed;
  - k. Take the old meter reading, if applicable;
  - l. Check the wiring and seals;
  - m. Re-seal the meter;
  - n. Confirm the stand/property it is connected to;
  - o. Document this information in the prescribed format;
  - p. Return the information document to the CoT project manager within 2 working days after the work was complete; and
  - q. Attend weekly report back sessions.
  - r. Education of consumer
  - s. Personal protective equipment such as gloves, safety harness, etc.
-

- t. Transportation
- u. Any other relevant and related matter applicable in carrying out the tasks for which the contractor is appointed to do, bearing in mind that CoT will not provide anything whatsoever, apart from supplying electrical meters (which the contractor will be expected and required to collect from the nearest Metering depot).

### **3.11. RESPONSIBILITIES**

**3.11.1.** The SP must ensure that on all technologies implemented, the CoT Metering Maintenance Teams receive training to enable the successful trainees to provide a high level maintenance per specific technology by covering the following:

- a. Provide basic understanding and knowledge of the specific technology.
- b. Enable the trainee to fully understand the functions of the specific technology and the deliverables.
- c. Provide an overview of other related technologies.
- d. Integration of the new system to the existing systems in the CoT.
- e. Enable the trainee to make installation and commissioning of the specific technology.
- f. Maintenance of the technology.
- g. Where applicable, restoration or refurbishment of specific technology to its original or near original condition.
- h. Administrative activities required and understanding of why such is needed.
- i. Any other training deemed necessary per specific technology.
- j. Issuing of certificates (where applicable).

### **3.12. COMMUNICATION**

- The SP shall designate the official who will, at all times, liaise with the CoT team, particularly with regard to operational matters (e.g. movement of meters, job cards, site activities, etc.). The identity of such official person and his/her contact details must be submitted with this tender.

### **3.13. PAYMENT**

- The payment shall only be certified on successful completion of the task for which payment must be made.
  - Payment is approved/certified by the Director or his nominee appointed by CoT for specific Operational Unit.
- 
- All payments shall be made according to the approved rates which are part of this contract.

- Payment is made in no longer than 30 days from the date of the invoice or per approved Finance Services department policies as determined by the Chief Financial Officer or her nominee
- Invoices shall be submitted no longer than two working days from the date of such invoice.

### **3.14. PERFORMANCE SECURITY**

- Should the service provider not comply with the terms and conditions of this contract, he shall be warned in writing by the CoT or the representative (usually Supply Chain Management Division), of his failure to perform. As a result of three warning letters being provided under the same contract, the CoT shall have the sole right terminate the contract between the service provider and the CoT for the remainder of the contract period. See item 23 and 24 of the GCC.

### **3.15. INSURANCE**

- The Contractor shall ensure that all the works performed under this contract are insured. The insurance shall be against public liability.
- The Contractor must provide proof of such insurance to the Project Manager within 14 (fourteen) days after the notification of acceptance of the tender.
- The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is ten million Rands (R 10 000 000.00)
- The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is as set out in Compensation for Occupational Injuries and Diseases Act (COIDA) as well as a group life insurance for at least three times the employee's total annual earnings.

|                                                         |                                                                                                                                                                                                                                                    |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The cover shall provide these insurances from the table |                                                                                                                                                                                                                                                    |
| Insurance against:                                      | Loss of or damage to the works, Plant and Materials.                                                                                                                                                                                               |
| Cover / indemnity:                                      | R10 million.                                                                                                                                                                                                                                       |
| The deductibles are:                                    | According to the Declaration Form from Insurance and Risk Management of CoT.                                                                                                                                                                       |
| Insurance against:                                      | Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract. |

|                     |                                                                             |
|---------------------|-----------------------------------------------------------------------------|
| Cover / indemnity   | R10 million.                                                                |
| The deductibles are | According to the Declaration Form from Insurance and Risk Management of CoT |

### **3.15.1. CONTRACT WORKS CLAIMS REPORTING PROCEDURES**

The following reporting procedures should be adhered to:

#### **3.15.1.1 REPORTING OF ORDINARY INCIDENTS**

- In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the SP/Sub-SPs and Project Manager will adhere to the following procedures.
- In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the SP shall notify the Employer and the Project Manager of every occurrence within 48 (fourty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.
- The Project Manager will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section:
- Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Director motivating the reason(s) for the late reporting of the incident, but the Project Manager must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.
- The following documentation must be included with the claim documentation:
  - Photos of damages caused or suffered as proof or substantiation of the claims.
- In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer's insurer for salvage.
- The Section: Insurance and Risk Management will inform the Employer's insurer

of the incident. The SP/Sub SP shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.

#### **3.15.1.2 REPORTING OF CATASTROPHIC INCIDENTS**

- In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the SP and the Project Manager will adhere to the following procedures:
- In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the SP shall notify the Employer and the Project Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.
- The Project Manager must notify the Section: Insurance and Risk Management on the same day that the SP/Sub-contractor has notified the Project Manager of the incident.
- The Section: Insurance and Risk Management will notify the Employer's insurer of the incident. The SP/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.
- The Project Manager will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Group Head motivating the reason(s) for the late reporting of the incident.
- Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.

#### **3.15.1.3 REPORTING OF CRIME RELATED INCIDENTS**

All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station.

The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the SP Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.

#### **3.15.1.4 CLAIM DOCUMENTATION**

- The Project Manager must obtain all relevant information from the SP/Sub-contractor and complete the SP Claim Form.
- The Project Manager must submit with the SP Claim Form a detailed cost sheet indicating the estimate of the loss or damage.
- Any misrepresentation, mis-description or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.

#### **3.15.2 AUTHORISATION OF CLAIM FORMS**

It is imperative that a formally delegated official or his nominee of the Employer should authorize the SP Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Group Head must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his

nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.

#### **3.15.3 SP TO PAY DEDUCTIBLES**

- Any claim in terms of the insurance affected by the Employer shall be subject to the SP being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer's insurer in terms of the Policy.

#### **3.15.4 SETTLEMENT OF CLAIMS**

- All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer's insurer who will take the necessary actions for the settlement of any such claims.

- The SP shall negotiate for the settlement of claims with the Employer or the Employer's insurer through the Section: Insurance and Risk Management. The Employer's Chief Financial Officer will authorize all settlements of claims. The SP will also sign the Agreement of Loss document issued by the Insurer in order to settle the claims.
- Should action for the settlement of any such claim to the satisfaction of the Project Manager not be taken by the SP/sub-contractor within 30 (thirty) days after receipt of such claim by the SP/sub-contractor, the Employer or the Employer's insurer may settle any such claim, after giving the SP notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer's insurer without first consulting the SP/sub-contractor.
- The foregoing provisions of this Sub-Clause shall apply mutatis mutandis to any such claim received by the SP directly.
- It is distinctly understood that should the Employer or the Employer's insurer not settle any such claim at the earliest opportunity, it shall in no way prejudice the Employer or the Employer's insurer's rights to recover from the SP nor shall the SP raise any such defence against the Employer or the Employer's insurer.
- Any moneys which become payable as a result of a claim under the insurance effected by the Employer shall be paid to the Employer after deduction of the deductible amount (first amount payable or Excess), who shall pay such amount to the SP or to the party rectifying, repairing or reinstalling or who has suffered the loss or damage, but this shall in no way affect the SP's obligations in terms of the Contract.
- The SP and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the SP/ Sub-contractor deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer's insurer. The cost of the additional insurance will be for the account of the SP/Sub-contractor.

### **3.15.5 INSURANCE WORDING TO BE INCLUDED IN TENDER DOCUMENTS RELATING TO SERVICE CONTRACTS**

#### **3.15.5.1 SP TO INSURE**

- The SP/Sub-contractor must obtain for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies in the name of the SP (including all Subcontractors

whether nominated or otherwise) at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:

- All Risk Insurance cover with regard to all Plant and Materials and Equipment owned, leased or hired by the SP that are used in the execution of the contract for the full replacement value thereof.
- Motor Vehicle and Passenger Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the SP that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.
- SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the SP that are used in the execution of the contract for the full replacement value thereof.
- In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the SP shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.
- Without limiting the SP's obligation in terms of the Contract, the SP will effect and maintain for the duration of the contract period until the issuing of the Defects Certificate or the end of the Maintenance Period insurance against all accidents or misfortunes including accidental loss of or damage to tangible property (except the Works, Plant and Materials and Equipment) and liability for accidental death of or bodily injury to or illness or disease contracted by any person (not an employee of the SP) occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule at any insurance company or under the policy effected by the Employer within 30 (thirty) days before the inception of the contract. The minimum limit of indemnity for any one event is R5-million and the number of claims will be unlimited.

#### **3.15.6 INSURANCE PREMIUM PAYABLE**

- The SP will be liable for the payment of the insurance premium as calculated by the Employer's insurer within 14 (fourteen) days before the inception of the

contract to the Section: Insurance and Risk Management, should the SP take out the Public Liability Insurance cover in terms of the insurance policy of Sub-Clause 1(e) of this Clause.

Proof must also be submitted that the SP complies with the conditions of the following legislation:

- Compensation for Occupational Injuries and diseases, 1993.
- Unemployment Insurance Act, 1996.
- The SP shall in respect of the Site of the contract works appoint in writing a competent person to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.

The Project Manager involved must furnish the required insurance documentation, by 30 (thirty) days before the inception of the contract, to the Section: Insurance and Risk Management.

#### **4. STAGES OF EVALUATION**

Stage 1: Administrative Compliance

Stage 2: Mandatory Requirements

Stage 3: Preference Point System

##### **4.1 STAGE 1: ADMINISTRATIVE COMPLIANCE**

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

| <b>Compulsory Returnable Documentation<br/>(Submission of<br/>these are compulsory)</b>                                                                                                                                                               | <b>Submitted<br/>(YES or NO)</b> | <b>Checklist (Guide for<br/>Bidder and the Bid<br/>Evaluation Committee)</b>                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"><li>• A copy of their Tax Clearance Certificate (TCS);<br/>or</li><li>• Indicate their tax compliance status</li></ul> |                                  | TCS must be in the same business name as the bidding company.<br><br>TCS must be valid.<br><br>Tax status must be compliant before the award. |

| <b>Compulsory Returnable Documentation<br/>(Submission of<br/>these are compulsory)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Submitted<br/>(YES or NO)</b> | <b>Checklist (Guide for<br/>Bidder and the Bid<br/>Evaluation Committee)</b>                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PIN.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  |                                                                                                                                                                                                                                                                                          |
| 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 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 |                                  | 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? |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  | All documents fully completed (i.e. no blank spaces)? All documents fully signed? Signature authorized                                                                                                                                                                                   |

| Compulsory Returnable Documentation<br>(Submission of these are compulsory)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Submitted<br>(YES or NO) | Checklist (Guide for Bidder and the Bid Evaluation Committee)                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>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.</p> <p><b>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></b></p>                                                                 |                          | <p>(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 <b>non-submission of the above</b>, will be considered)?</p> |
| <p>f) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years old.</p> <p><b>NB:</b> 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.</p> <p>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.</p> |                          | <p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>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.</p>                                    |
| <p>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 Joint Venture (JV) agreement signed by the relevant parties.</p>                                                                                                                                                                                                                                                                        |                          | <p>If applicable. JV agreement provided? JV agreement complete and relevant?</p> <p>Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all</p>                                                                                                    |

| <b>Compulsory Returnable Documentation<br/>(Submission of<br/>these are compulsory)</b>                                                                                                                                                                                   | <b>Submitted<br/>(YES or NO)</b> | <b>Checklist (Guide for<br/>Bidder and the Bid<br/>Evaluation Committee)</b>                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>NB:</b> 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.                                                                      |                                  | partners of the JV.                                                                                                                                                                                                                                                                                                                         |
| h) Bidder attended a compulsory briefing session where applicable                                                                                                                                                                                                         |                                  | A compulsory briefing register must be signed by the bidder.<br><br><b>Bidders will be disqualified should they fail to attend compulsory briefing session</b>                                                                                                                                                                              |
| 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.<br><br><b>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature thereto.</b><br><br><b>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</b> |

#### **4.2 STAGE 2: MANDATORY REQUIREMENTS**

- (a) The Service Provider shall provide valid proof of minimum of three (3) qualified electricians with N3 certificate or higher and Trade test in Electrical engineering. The minimum of 1-2 years of experience is compulsory after obtaining the qualification.
- (b) One (1) Safety officer (Registration with South African Council for the Project and Construction Management Professions (SACPCMP). Submit Valid Certified Copy)

- (c) The Service Provider shall submit the safety plan that is in line with the attached safety specification.
- (d) Number of 2 similar contracts successfully completed with the appointment letter and the value of the contract. The completion letter shall be in letterhead of the previous employer and signed.

**N.B FAILURE TO SUBMIT ALL OR ANY OF THE REQUIRED DOCUMENTS WILL LEAD TO DISQUALIFICATION**

### 4.3 STAGE 3: PREFERENTIAL POINTS SYSTEM

#### SPECIFIC GOALS

The preferential point system used will be the 90/10 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

- 90 points for price
- 10 points for 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 90 for price only and zero (0) points out of 10 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.

| Specific goals                                                                                                                                                                                                                                      | 90/10 preference point system                                                                                                                                                                                                     | Proof of specific goals to be submitted                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| BB-BEE score of companies <ul style="list-style-type: none"> <li>• Level 1</li> <li>• Level 2</li> <li>• Level 3</li> <li>• Level 4</li> <li>• Level 5</li> <li>• Level 6</li> <li>• Level 7</li> <li>• Level 8</li> <li>• Non-compliant</li> </ul> | <ul style="list-style-type: none"> <li>• 4 Points</li> <li>• 3.5 Points</li> <li>• 3 Points</li> <li>• 2.5 Points</li> <li>• 2 Points</li> <li>• 1.5 Points</li> <li>• 1 Point</li> <li>• 0.5 Points</li> <li>0 Points</li> </ul> | 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                                                                                                                                                                                                                                     | 1 Point                                                                                                                                                                                                                           | Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate                                      |
| At least 51% of Women-owned companies                                                                                                                                                                                                               | 1 Point                                                                                                                                                                                                                           | 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                                                                                                                    | 90/10 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                                                                            | 1 Point                        | 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                                                                                             | 1 Point                        | Certified copy of Identity Document/s <b>and</b> 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 <ul style="list-style-type: none"> <li>City of Tshwane</li> <li>Gauteng</li> <li>National</li> </ul> | 2 Points<br>1 Point<br>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

## 5. VALIDITY PERIOD

The validity period for the tender after closure is 90 days. CoT shall have right and power to extent 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

## 6. MARKET ANALYSIS

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

The city further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender.

## 7. PRICING SCHEDULE

**THIS IS A RATES-ONLY TENDER. TOTALS ARE FOR EVALUATION PURPOSE ONLY AND NOT THE CONTRACT VALUE. THIS TENDER SHALL BE AWARDED AS WHOLE TO VARIOUS SERVICE PROVIDERS. SP'S MUST QUOTE FOR ALL THE ITEMS IN THE PRICE SCHEDULE.**

**COT RESERVES THE RIGHT TO APPOINT A MAXIMUM OF 10 SERVICES PROVIDERS.**

| PART A (7.1)- Installation of the metering infrastructure |                                                                                                                                                          |                             |                 |                               |                               |
|-----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------|-------------------------------|-------------------------------|
| ITEM NO                                                   | DESCRIPTION                                                                                                                                              | ESTIMATED QTY per annum (A) | UNIT OF MEASURE | PRICE PER UNIT (VAT EXCL) (B) | TOTAL AMOUNT EXCL VAT (A X B) |
| A1                                                        | Install new pre-paid meter in pole meter box and install CIU in the house.<br><br>(Material Number 3031799)                                              | 10000                       | Set             |                               |                               |
| A2                                                        | Install new pre-paid meter in pole meter box and install ready board and CIU in the house — supply COC.<br><br>(Material Number 3031800)                 | 10000                       | Set             |                               |                               |
| A3                                                        | Install new 1Phase pre-paid meter in meter kiosk and install, CIU in the house.<br><br>(Material Number 3031801)                                         | 10000                       | Set             |                               |                               |
| A4                                                        | Install new 3Phase pre-paid meter in meter kiosk and install, CIU in the house.<br><br>(Material Number 3031802)                                         | 5000                        | Set             |                               |                               |
| A5                                                        | Install new 1Phase pre-paid meter in meter kiosk and install ready board and communications unit in house — supply COC.<br><br>(Material Number 3031803) | 10000                       | Set             |                               |                               |

| ITEM NO                                      | DESCRIPTION                                                                                                                                | ESTIMATED QTY per annum (A) | UNIT OF MEASURE | PRICE PER UNIT (VAT EXCL) (B) | TOTAL AMOUNT EXCL VAT (A X B) |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------|-------------------------------|-------------------------------|
| A6                                           | Replace existing 1Phase conventional meter with a pre-paid meter and install, CIU in house. (Retrofit)<br><b>(Material Number 3031804)</b> | 10000                       | Set             |                               |                               |
| A7                                           | Replace existing 3Phase conventional meter with a pre-paid meter and install, CIU in house. (Retrofit)<br><b>(Material Number 3031805)</b> | 7000                        | Each            |                               |                               |
| A8                                           | Delivery of installation Notices.<br><b>(Material Number 3031806)</b>                                                                      | 20000                       | Set             |                               |                               |
| <b>TOTAL PART A (TO BE TAKEN TO SUMMARY)</b> |                                                                                                                                            |                             |                 |                               |                               |

**PART B (7.2)- Maintenance and Retrofitting of the existing metering infrastructure for existing consumers**

| <b>ITEM NO</b> | <b>DESCRIPTION</b>                                                                                                                 | <b>ESTIMATED QTY per annum (A)</b> | <b>UNIT OF MEASURE</b> | <b>PRICE PER UNIT (VAT EXCL) (B)</b> | <b>TOTAL AMOUNT EXCL VAT (A X B)</b> |
|----------------|------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------|--------------------------------------|--------------------------------------|
| B1             | Replace existing pre-paid meter on pole and CIU in house.<br><br>(Material Number 3031808)                                         | 12000                              | Set                    |                                      |                                      |
| B2             | Replace existing 1Phase pre-paid meter in kiosk and CIU in house.<br><br>(Material Number 3031809)                                 | 12000                              | Set                    |                                      |                                      |
| B3             | 3.3.2.3 Replace existing 3Phase pre-paid meter in kiosk and CIU in house.<br><br>(Material Number 3031810)                         | 12000                              | Set                    |                                      |                                      |
| B4             | Replace and pair CIU for existing pre-paid meter.<br><br>(Material Number 3031811)                                                 | 12000                              | Set                    |                                      |                                      |
| B5             | Prepaid Meter: Voucher or Engineering Token to be loaded on existing pre-paid meter installation.<br><br>(Material Number 3031812) | 12000                              | Set                    |                                      |                                      |

| ITEM NO                                      | DESCRIPTION                                                 | ESTIMATED QTY per annum (A) | UNIT OF MEASURE | PRICE PER UNIT (VAT EXCL) (B) | TOTAL AMOUNT EXCL VAT (A X B) |
|----------------------------------------------|-------------------------------------------------------------|-----------------------------|-----------------|-------------------------------|-------------------------------|
| B6                                           | Visit Fee                                                   | 12000                       | Set             |                               |                               |
| B7                                           | Provide a hydraulic tower with operator per day.            | Day                         | Each            |                               |                               |
| B8                                           | Removal of Conventional or Prepaid meter.                   | 1000                        | Each            |                               |                               |
| B9                                           | Standby activities and overtime                             | 1000                        | Each            |                               |                               |
| B10                                          | OHS File – Compilation and implementation of OHS plan       | Each                        | Each            |                               |                               |
| B11                                          | OHS File update – Update file as and when required.         | Each                        | Each            |                               |                               |
| B12                                          | Safety Officer – Compilation and implementation of OHS plan | Month                       | Each            |                               |                               |
| B13                                          | Operations infrastructure provision                         | Month                       | Each            |                               |                               |
| <b>TOTAL PART B (TO BE TAKEN TO SUMMARY)</b> |                                                             |                             |                 |                               |                               |

**PART C (7.3) : INSTALLATION OF THREE PHASE METERING INFRASTRUCTURE:****3PHASE 4-WIRE DIRECTLY CONNECTED**

| ITEM NO | DESCRIPTION                                                                                                                                  | ESTIMATED QTY per annum (A) | UNIT OF MEASURE | PRICE PER UNIT (VAT EXCL) (B) | TOTAL AMOUNT EXCL VAT (A X B) |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------|-------------------------------|-------------------------------|
| Ci      | Install 3door Maximum Demand meter kiosk according to COT specifications. 3Phase 4-wire directly connected.<br><br>(Material Number 3031813) | 100                         | Each            |                               |                               |
| Cii     | Replace or Install 3Phase 4 WIRE Maximum Demand meter.<br><br>(Material Number 3031814)                                                      | 100                         | Each            |                               |                               |
| Ciii    | Install or replace CoT Isolator/Breaker.<br><br>(Material Number 3031815)                                                                    | 100                         | Each            |                               |                               |

| PART C (7.4): INSTALLATION OF THREE PHASE METERING INFRASTRUCTURE: CT (CURRENT TRANSFORMER) DRIVEN |                                                                                                                                           |                             |                 |                               |                               |
|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------|-------------------------------|-------------------------------|
| ITEM NO                                                                                            | DESCRIPTION                                                                                                                               | ESTIMATED QTY per annum (A) | UNIT OF MEASURE | PRICE PER UNIT (VAT EXCL) (B) | TOTAL AMOUNT EXCL VAT (A X B) |
| C01                                                                                                | Install 3door Maximum Demand meter kiosk according to COT specifications. 3Phace CT connected MD meters.<br><br>(Material Number 3031816) | 100                         | Each            |                               |                               |
| C02                                                                                                | Replace or Install 3Phase CT driven Maximum Demand meter.<br><br>(Material Number 3031817)                                                | 100                         | Each            |                               |                               |
| C03                                                                                                | Install or replace CoT CT's.<br><br>(Material Number 3031818)                                                                             | 500                         | Each            |                               |                               |
| C04                                                                                                | Install or replace CoT 5amp Fuses and fuse holders.<br><br>(Material Number 3031819)                                                      | 500                         | Each            |                               |                               |
| C05                                                                                                | Install or replace Maximum Demand meter wiring.<br><br>(Material Number 3031820)                                                          | 500                         | Each            |                               |                               |
| C06                                                                                                | Install or Replace Circuit breaker/Isolator.<br><br>(Material Number 3031821)                                                             | 100                         | Set             |                               |                               |
| TOTAL PART C (TO BE TAKEN TO SUMMARY)                                                              |                                                                                                                                           |                             |                 |                               |                               |

| PART D (7.5) – INSPECTION, QUALITY CONTROL AND VALIDATION |                                                                                                                                                 |                              |                 |                              |                               |
|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------|------------------------------|-------------------------------|
| ITEM NO                                                   | DESCRIPTION                                                                                                                                     | ESTIMATED QTY per annum ( A) | UNIT OF MEASURE | PRICE PER UNIT(VAT EXCL) (B) | TOTAL AMOUNT EXCL VAT (A X B) |
| D01                                                       | Inspection, quality control and validation of consumers' Information and/or meter information. (Non-technical)<br><br>(Material Number 3031822) | 100 000                      | Each            |                              |                               |
| D02                                                       | Inspection, quality control and validation of technical installations<br><br>(Material Number 3031823)                                          | 100 000                      | Each            |                              |                               |
| TOTAL PART D (TO BE TAKEN TO SUMMARY)                     |                                                                                                                                                 |                              |                 |                              |                               |

**PRICE SUMMARY**

| PARTS SUMMARY               | TOTAL PRICE |
|-----------------------------|-------------|
| TOTAL PART A                |             |
| TOTAL PART B                |             |
| TOTAL PART C                |             |
| TOTAL PART D                |             |
| TOTAL OFFER (VAT EXCLUSIVE) |             |
| VAT @15%                    |             |
| TOTAL OFFER (VAT INCLUSIVE) |             |
| Total in Words              |             |

## **8 AWARD**

This tender shall be awarded as whole to a maximum of 10 various service providers. Service Providers must quote for all the items in the price schedule, failure of which will lead to a disqualification.

# **OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

## **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 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.

## **1. Definition of Terms**

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

## **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

### **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;
- 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**

To develop a project specific Occupational Health and Safety Specification that addresses the reasonable and foreseeable, risks, exposures and aspects of Occupational Health and Safety as affected by EED 36-2023/24 installation, inspection, quality control, validation, as well as maintenance tasks of electricity meters in the City of Tshwane (CoT) area of supply.

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.

## **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;
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. All written designations and appointments for project scope of work (CV and competency copies);
14. Management structure (inclusive of OH&S responsibility & meeting structure);
15. Induction training and site OHS rules;
16. Occupational health and safety training matrix / plan;
17. Arrangements with contractors and/or mandatories;
18. The following registers (as applicable to contract scope of work):
  - Accident and/or incident notifications, investigation & control register;
  - Occupational health and safety representatives inspection register;
  - Construction vehicles and mobile plant inspections;
  - Daily inspections register of vehicles, plant and other equipment by the operator, driver and/or user;
  - Toolbox talks pro-forma;
  - Inspection register of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances);
  - Fall protection inspections register;
  - First-aid box content register;
  - Record of first-aid treatment register;
  - Fire equipment inspection and maintenance register;
  - Ladder inspection register;
  - Machine safety inspections register (including machine guards, lock-outs etcetera);

- Inspection register for lifting machines and –tackle (including daily inspections by drivers/operators);
- Register of issuing of Personal Protective Equipment;
- Monthly reporting and recording of statistics register;
- 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:

- 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;
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. Occupational health and safety committee meeting agenda and minutes;
10. Copies of written designations and appointments (CV and competency copies);
11. Management structure (inclusive of OHS responsibility & meeting structure);
12. Induction training conducted and site OHS rules;
13. Occupational health and safety training provided;
14. Arrangements with contractors and/or mandatories;
15. Description of security measures;

16. 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.

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**

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. Supervisors, Inspectors and Issuers,
  - c. Employees,
  - d. Subcontractors inclusive of their scope of work and their core resources,
  - e. Training,
  - f. Plant,
  - g. Vehicles,
  - h. Equipment
4. Materials,
  - a. Temporary Materials

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

### **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,
- 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 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,
- 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.

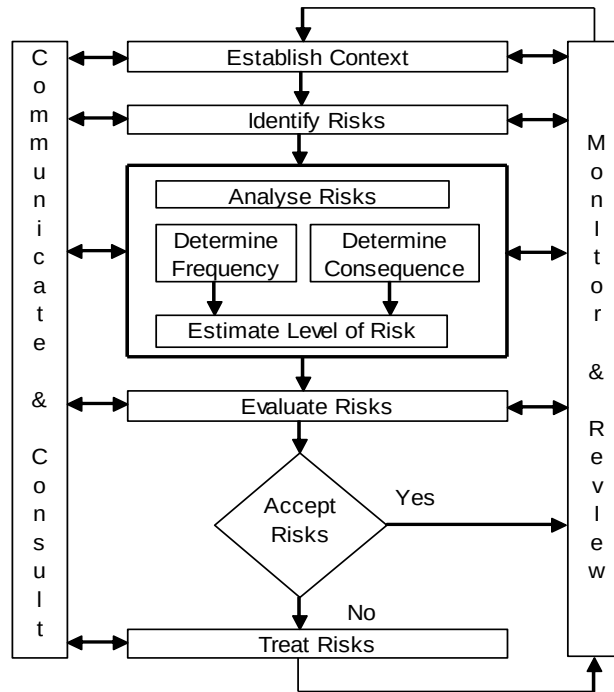
### **8.3.5. Elements of a Risk Assessment**

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,
- 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.



**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..

### 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

### 8.3.5.2 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.

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.

### **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.

### **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).

#### **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)

### **8.4.2 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.

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.

Sample of 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.

Following competency will be required but it's not limited to this list, the principal contractor must identify and indicate what additional competencies are required for this project in his safety plan.

- Safety officer-SAMTRAC or Safety Management Diploma
- Artisan electrician-Red Seal
- Drivers-driver's license
- First aider-basic first aid training
- Fall protection planner-working on heights training
- Risk assessor-risk assessment training
- Health and Safety representative-safety rep training.

#### **8.4.4. Physical and Psychological Fitness**

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.

#### **8.5 Fall Protection**

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.

## **8.7 Construction vehicles**

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 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,
- What traffic arrangements and safety precautions will be implemented to ensure safe operation of construction vehicles on the Works,
- How he intends to comply with the National Road Traffic Act 1996, and

NB: All vehicle that will be utilized for this project must be designed in such a manner that is suitable to carry step ladders, and the permanent stickers will be provided by Client for identification.

### **8.13. 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.

| <b>Area/Activity where construction sign is needed</b>                                                       | <b>Notice or sign required in</b> |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------|
| Display of notices and signs                                                                                 | General Safety Regulation 2b      |
| Entry                                                                                                        | General Safety Regulation 2 (c)   |
| First Aid box                                                                                                | General Safety Regulation 3 (6)   |
| 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           |

#### **8.13.2. 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

### **8.13.3 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?
- How many ladders inspectors will be appointed to ensure the stability of ladder in use?
- How many ladders inspectors will be appointed to ensure maintenance and regular inspections of the ladder?
- How often inspections will be done?

NB: only ladders that are SABS approved and suitable for use in live electrical environment must be used. Contractor must also ensure that every user of the ladder must conduct pre use inspection despite the periodic inspection conducted by the ladder inspector.

- .

## **8.14. Implementation of Contractors' Health and Safety Plan**

### **8.14.1. General**

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

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

#### **8.14.2 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,
- 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.

#### **8.14.3. 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.

#### **8.14.4. 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.

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

#### **8.15.4.1. 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

#### **8.15.4.2. 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

#### **8.15.4.3. Other Training**

1. All operators, drivers and users of construction vehicles and mobile plants must be in possession of a valid proof of training and where applicable licenses and proof of competency
2. All employees in jobs requiring competence in terms of the OHS Act and Regulations must be in possession of valid proof of training.

#### **8.15.4.4. 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

#### **8.16. 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
- Hazardous conditions
- Hazardous materials / substances
- Job or work projections
- Safe Work procedures
- Protective clothing / equipment
- Housekeeping
- Inspections
- General safety topics

#### **8.17. 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
- 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

#### **8.18. 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,
- Department of Labor 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

## **8.19. Auditing**

### **8.19.1. 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.

### **8.19.2. 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:

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

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 shall be present during any audit carried out by the Employer or his Safety Agent.

**NB 1: 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.**

**NB 2: In case of national disaster and pandemics, the contractor must comply with Disaster Management Act 57 of 2002 and its Amendments and Government set regulations**

## **8.20 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.

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.

# **ANNEXURE 1 LEGAL APPOINTMENTS TEMPLATES**

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

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

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.

|                                       |           |       |
|---------------------------------------|-----------|-------|
| _____                                 | _____     | _____ |
| 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  |

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  |

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  |
| 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:

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 Manager'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;
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.

|                                  |           |      |
|----------------------------------|-----------|------|
| _____                            | _____     |      |
| Construction Manager's full name | Signature | Date |

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

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<br>full name | Signature | Date  |

**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.

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;
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: \_\_\_\_\_

# 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 hazard:

- Exposure to dust
- Incorrect use of hand tools.
- Broken (damage/defective) hand tools
- Working at elevated position.
- Faulty cherry picker/ ladders.
- Working on the shoulder of the road and pedestrians.
- Potential live circuits
- Exposure to angry customers who intimidate or threaten the workers
- Defective sling
- Exposure to Hazardous Biological Agent (bacteria and viruses)

## BASELINE RISK ASSESMENT AND SAFETY SPECIFICATION.

|                                                                                                                                       |                                                         |  |
|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|--|
| <br>CITY OF<br><b>TSHWANE</b><br>IGNITING EXCELLENCE | <b>City of Tshwane: Energy and Electricity Division</b> |  |
|                                                                                                                                       | <b>Baseline Risk Assessment</b>                         |  |

### PROJECT INFORMATION:

|                                                |                                                                                                                                        |
|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| <b>LOCATION:</b>                               | <b>SCOPE OF WORK:</b>                                                                                                                  |
| Throughout City of Tshwane Electricity Network | INSTALLATION, INSPECTION, QUALITY CONTROL, VALIDATION, AS WELL AS MAINTENANCE TASKS OF ELECTRICITY METERS IN THE CITY OF TSHWANE (COT) |

### RISK RATING AND ABBREVIATIONS:

| Risk Rating |         | Abbreviations   |
|-------------|---------|-----------------|
| 15-25       | EXTREME | S = SAFETY      |
| 8 - 14      | HIGH    | H = HEALTH      |
| 4 - 7       | MEDIUM  | E = ENVIRONMENT |
| 1 - 3       | LOW     | Q = QUALITY     |

## RISKS CONSEQUENCES AND PROBABILITY:

| RISKS                              |                                                                                                                                                                                                                                                                                           | CONSE-<br>QUENCES | PROBABILITY    |        |          |          |                   |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------|--------|----------|----------|-------------------|
|                                    |                                                                                                                                                                                                                                                                                           |                   | Almost Certain | Likely | Possible | Unlikely | Almost Impossible |
|                                    |                                                                                                                                                                                                                                                                                           |                   | 5              | 4      | 3        | 2        | 1                 |
| <b>S H</b><br><b>E</b><br><b>Q</b> | Multiple fatalities, or significant irreversible effects to >50 persons<br><br>Serious, long term environmental impairment of ecosystem function<br><br>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                 |
| <b>S H</b><br><b>E</b><br><b>Q</b> | Single fatality and/or severe irreversible disability to one or more persons<br><br>Serious medium term environmental effects<br><br>Serious impact on quality of product / Probable loss of customer or discontinuation of contract with service provider                                | 4                 | 20             | 16     | 12       | 8        | 4                 |
| <b>S H</b><br><b>E</b><br><b>Q</b> | Moderate irreversible disability or impairment (<30%) to one or more persons.<br><br>Moderate, short-term effects but not affecting ecosystem function<br><br>Moderate impact on quality of product / Possible loss of customer or discontinuation of contract with service provider      | 3                 | 15             | 12     | 9        | 6        | 3                 |

|                            |                                                                                                         |   |    |   |   |   |   |
|----------------------------|---------------------------------------------------------------------------------------------------------|---|----|---|---|---|---|
| <b>S<br/>H<br/>E<br/>Q</b> | Objective but reversible disability requiring hospitalization                                           | 2 | 10 | 8 | 6 | 4 | 2 |
|                            | Minor effects on biological or physical environment                                                     |   |    |   |   |   |   |
|                            | Minor impact on quality of product / Minor impact on relationship with customer or service provider     |   |    |   |   |   |   |
| <b>S<br/>H<br/>E<br/>Q</b> | No medical treatment required.                                                                          | 1 | 5  | 4 | 3 | 2 | 1 |
|                            | Limited damage to minimal area of low significance                                                      |   |    |   |   |   |   |
|                            | Limited impact on quality of product / Minimal impact on relationship with customer or service provider |   |    |   |   |   |   |

**PROJECT BASELINE RISK ASSESSMENT:**

| N<br>o: | Task | Activities | Hazards in<br>Carrying<br>out this<br>Activities: | Risk (Harm): | Risk Analyses: |              |             |              | Risk Reducing Control<br>Measures: |
|---------|------|------------|---------------------------------------------------|--------------|----------------|--------------|-------------|--------------|------------------------------------|
|         |      |            |                                                   |              | SHEQ:          | Consequence: | Probability | Risk Rating: |                                    |

|   |                            |                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                   |   |   |    |                                                                                                                                                                                                                                                                                                                                                                                                           |
|---|----------------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---|---|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Ground mounted meter boxes | INSTALLATION OF METERS | <p>Angry customers or community</p> <p>Project delays/stoppage</p> <p>Damage of property</p> <p>Project cost overrun</p> <p>Injuries/trauma</p> <p>Dust</p> <p>Lung and Eye irritation due inhalation from exposure to dust.</p> <p>-Incorrect use of hand tools.</p> <p>Hand Injuries from incorrect use of hand tools.</p> <p>Broken hand tools</p> <p>Potential live circuits</p> <p>Electrical shock/electrocution from exposure to live circuit</p> | <p>S</p> <p>H</p> | 4 | 4 | 16 | <p>Contact Metro police<br/>Conduct Awareness on dealing with angry customers/community</p> <p>Dust mask must be used.</p> <p>All hand tools must be listed on the prescribed checklist and inspected for integrity at prescribed intervals.<br/>Training on proper use of hand tools be provided</p> <p>Always test the circuit to check whether it is live or dead.400V rubber gloves must be used.</p> |
|---|----------------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---|---|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
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|--|--|--|--|--|--|--|--|--|--|

|   |                          |                        |                                                      |                                                                      |        |   |   |        |                                                                                                                                                                 |
|---|--------------------------|------------------------|------------------------------------------------------|----------------------------------------------------------------------|--------|---|---|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 | Pole mounted meter boxes | INSTALLATION OF METERS | Working at elevated position.                        | Injuries/fatality from falling.                                      | S<br>H | 4 | 4 | 1<br>6 | Conduct HIRA                                                                                                                                                    |
|   |                          |                        |                                                      |                                                                      |        |   |   |        | Fall protection plan must be developed and communicated to employees working on heights.                                                                        |
|   |                          |                        |                                                      |                                                                      |        |   |   |        | Medical fitness assessment must done.                                                                                                                           |
|   |                          |                        |                                                      |                                                                      |        |   |   |        | Pre use and periodic inspection of cherry picker/ladder must be done. Cherry picker service certificate must be available .Ladder inspectors must be appointed- |
|   |                          |                        | Faulty cherry picker/ ladders.                       | Injuries/fatality from falling<br><br>Injuries/fatality from falling |        |   |   |        | competent cherry picker operator                                                                                                                                |
|   |                          |                        | Working on the shoulder of the road and pedestrians. | Injuries/fatality from accident                                      |        |   |   |        | provision of PPE – Safety harness                                                                                                                               |
|   |                          |                        | Potential live circuits                              | Electrical shock/electrocution from exposure to live circuit.        |        |   |   |        | cherry picker certified and record be kept                                                                                                                      |
|   |                          |                        |                                                      |                                                                      |        |   |   |        | Request and comply with traffic accommodation plan always.                                                                                                      |
|   |                          |                        |                                                      |                                                                      |        |   |   |        | Always test the circuit to check whether it is live or dead.400V rubber gloves must be used.                                                                    |

|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|

# ANNEXURE 3

## MANDATORY

### AGREEMENT(SECTION37.2)

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 at .....on this ..... Day of.....20.....

Signature of Designer /Contractor Manager

Date

-----

-----

Signature of Contractor Supervisor

Date

-----

-----

Witness 1 ..... Witness 2 .....

## PART A INVITATION TO BID

|                                                                                                   |                                                                                                                                                                                                                                                             |               |                |               |       |
|---------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------|---------------|-------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY</b>         |                                                                                                                                                                                                                                                             |               |                |               |       |
| BID NUMBER:                                                                                       | EED 36-2023/24                                                                                                                                                                                                                                              | CLOSING DATE: | 07 August 2024 | CLOSING TIME: | 10:00 |
| DESCRIPTION                                                                                       | TENDER TO APPOINT SERVICE PROVIDERS TO PERFORM INSTALLATION, INSPECTION, QUALITY CONTROL, VALIDATION, AS WELL AS MAINTENANCE TASKS OF ELECTRICITY METERS IN THE CITY OF TSHWANE (COT) AREA OF SUPPLY FOR A THREE-YEAR PERIOD, ON AS AND WHEN REQUIRED BASIS |               |                |               |       |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b> |                                                                                                                                                                                                                                                             |               |                |               |       |

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

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

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

|                                                                                               |                                                                                        |                                                                          |                                                                                            |
|-----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[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                                                       |                                                                                        |                                                                          |                                                                                            |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>                                        |                                                                                        | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                         |                                                                                            |
| DEPARTMENT                                                                                    | Supply Chain Management                                                                | CONTACT PERSON                                                           | Phuti S. Mabotja                                                                           |
| CONTACT PERSON                                                                                | Mulondi Rasekgala                                                                      | TELEPHONE NUMBER                                                         | 012 358 6610                                                                               |
| TELEPHONE NUMBER                                                                              | 012 358 6636                                                                           | FACSIMILE NUMBER                                                         | n/a                                                                                        |
| FACSIMILE NUMBER                                                                              | n/a                                                                                    | EMAIL ADDRESS                                                            | phutimab@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                            | <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>                                                                                                                                     |
| 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<br>**(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<br>**(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<br>(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 <sup>st</sup> Adjustment | After 12 calendar months                                    |
| 2 <sup>nd</sup> 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 state<sup>1</sup>.
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, shareholder<sup>2</sup>) .....
  - 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. ....  
.....

<sup>1</sup> 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.

<sup>2</sup> 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 |
|--------------------------------------------------|--------|
| <b>PRICE</b>                                     | 90     |
| <b>SPECIFIC GOALS</b>                            | 10     |
| <b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b> | 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                                                                                                                                                                                                                                      | 90/10 preference point system                                                                                                                                                                                                       | Number of points claimed (90/10 system) (To be completed by the tenderer) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| BB-BEE score of companies <ul style="list-style-type: none"> <li>• Level 1</li> <li>• Level 2</li> <li>• Level 3</li> <li>• Level 4</li> <li>• Level 5</li> <li>• Level 6</li> <li>• Level 7</li> <li>• Level 8</li> <li>• Non-compliant</li> </ul> | <ul style="list-style-type: none"> <li>• 4 Points</li> <li>• 3.5 Points</li> <li>• 3 Points</li> <li>• 2.5 Points</li> <li>• 2 Points</li> <li>• 1.5 Points</li> <li>• 1 Point</li> <li>• 0.5 Points</li> <li>• 0 Points</li> </ul> |                                                                           |
| EME and/ or QSE                                                                                                                                                                                                                                     | 1 Point                                                                                                                                                                                                                             |                                                                           |
| At least 51% of Women-owned companies                                                                                                                                                                                                               | 1 Point                                                                                                                                                                                                                             |                                                                           |
| At least 51% owned companies by People with disability                                                                                                                                                                                              | 1 Point                                                                                                                                                                                                                             |                                                                           |
| At least 51% owned companies by Youth                                                                                                                                                                                                               | 1 Point                                                                                                                                                                                                                             |                                                                           |
| Local Economic Participation <ul style="list-style-type: none"> <li>• City of Tshwane</li> <li>• Gauteng</li> </ul>                                                                                                                                 | 2 Points<br>1 Point                                                                                                                                                                                                                 |                                                                           |

| Specific goals | 90/10 preference point system | Number of points claimed (90/10 system)<br>(To be completed by the tenderer) |
|----------------|-------------------------------|------------------------------------------------------------------------------|
| • National     | 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.

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

**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 36-2023/24** 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 AT .....ON.....

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 36-2023/24** 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?<br><br>(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).<br><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                                |
| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>                                                                                                                                                                                                                                                                           | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |

|       |                                                                                                                                                                                                                                        |                                 |                                |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?                                                 | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |
| 4.5   | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                         | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |

### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

# **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid: **EED 36-2023/24**

**TENDER TO APPOINT SERVICE PROVIDERS TO PERFORM INSTALLATION, INSPECTION, QUALITY CONTROL, VALIDATION, AS WELL AS MAINTENANCE TASKS OF ELECTRICITY METERS IN THE CITY OF TSHWANE (COT) AREA OF SUPPLY FOR A THREE-YEAR PERIOD, ON AS AND WHEN REQUIRED BASIS**

(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 consortium<sup>3</sup> will not be construed as collusive bidding.

<sup>3</sup> 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.

- |           |                |
|-----------|----------------|
| Signature | Date           |
| Position  | Name of Bidder |

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**July 2010**

## GOVERNMENT PROCUREMENT

### GENERAL CONDITIONS OF CONTRACT

July 2010

#### NOTES

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of 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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>                                                                                                                                                                                                                                   |
| <b>4. Standards</b>                                             | 4.1 | The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>5. Use of contract documents and information inspection.</b> | 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.                                                                                                                                                                                                                                                                                                                               |
| <b>6. Patent rights</b>                                         | 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.                                                                                                                                                                                                                                                                                                                                       |
| <b>7. Performance security</b>                                  | 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: <ul style="list-style-type: none"> <li>(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</li> <li>(b) a cashier's or certified cheque</li> </ul> |
|                                                                 | 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.                                                                                                                                                                                                                                                       |
| <b>8. Inspections, tests and analyses</b>                       | 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.

|                                          |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>11. Insurance</b>                     | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>12. Transportation</b>                | 12.1 | Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>13. Incidental services, services</b> | 13.1 | <p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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</li> <li>(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.</li> </ul> |
|                                          | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>14. Spare parts</b>                   | 14.1 | <p>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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>                                            |
| <b>15. Warranty</b>                      | 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.                                                                                                                                                                                                                                                                                                |
| <b>16. Payment</b>                              | 16.1 | The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                 | 16.2 | The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                 | 16.3 | Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                 | 16.4 | Payment will be made in Rand unless otherwise stipulated in SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>17. Prices</b>                               | 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.                                                                                                                                                                                                                                                                                                                             |
| <b>18. Contract</b>                             | 18.1 | No variation in or modification of the terms of the contract shall be made <b>amendments</b> except by written amendment signed by the parties concerned.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>19. Assignment</b>                           | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>20. Subcontracts</b>                         | 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.                                                                                                                                                                                                                                                                                                                                                          |
| <b>21. Delays in the supplier's performance</b> | 21.1 | Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                 | 21.2 | If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |

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

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

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

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

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

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

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

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

24.1 When, after the date of bid, provisional payments are required, or 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>26. Termination for insolvency</b> | 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.                                                                                                                                                                                                                                                                                                                                                                     |
| <b>27. Settlement of Disputes</b>     | 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,<br>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and<br>(b) the purchaser shall pay the supplier any monies due the supplier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>28. Limitation of liability</b>    | 28.1 | Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;<br><br>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<br><br>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. |
| <b>29. Governing language</b>         | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>30. Applicable law</b>             | 30.1 | The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>31. Notices</b>                    | 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.                                                                                                                                                                                                                                                                                                                                                                           |
| <b>32. Taxes and duties</b>                                  | 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.                                                                                                                                                                                                                                                      |
| <b>33. National Industrial Participation (NIP) Programme</b> | 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                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>34. Prohibition of Restrictive practices</b>              | 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)

## **SERVICE-LEVEL AGREEMENT**

ENTERED INTO BETWEEN

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

AND

---

**Registration number:** \_\_\_\_\_

Doc2      Version 1    3 March 2022

## 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 Mr Johann Mettler in his/her capacity as City Manager duly authorised thereto under and by virtue of a resolution passed on 26 January 2012, 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**

\_\_\_\_\_

**Registration number:** \_\_\_\_\_

Herein represented by \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ is duly authorised thereto under and by virtue of a resolution of the board passed on \_\_\_\_\_, a copy of which is annexed as Annexure A, and who by his/her signature hereto warrants that he/she is properly authorised to sign this agreement.

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

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ANNEXURE B: SCOPE OF WORK AND DELIVERABLES

ANNEXURE C: PAYMENT TERMS

## **RECORDAL:**

**WHEREAS** the City requires various services to be provided or carried out and delivered at the service areas;

**AND WHEREAS** the City wishes to appoint the 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 the service provider 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 if the context requires otherwise, the following words and expressions, when used in this agreement, including in this introduction, shall bear the following meanings ascribed to them:

- 1.1 **“Agreement”** means this service-level agreement and shall include any annexures, schedules, attachments, 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, 1994 (Act 36 of 1994), 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, 1994;
- 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, 1998 (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 35 below and who can be substituted in writing from time to time;
- 1.6 **“Contract price”** means the amount reflected as the contract price in Clause 9 below;
- 1.7 **“Contract period”** means the contract period as reflected in Clause 6 below;
- 1.8 **“Effective date”**, notwithstanding the signature date, means \_\_\_\_\_;
- 1.9 **“Intellectual property”** means patents, designs, know-how, copyright, trademarks and all rights having an 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 licenced to either party before 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;

- 1.10 **“Month”** means a calendar month;
- 1.11 **“Parties”** means the City of Tshwane and the service provider and “party” means either of these, as the context requires;
- 1.12 **“Services”** means services to be provided by the service provider to the City as detailed in Clause 8 below;
- 1.13 **“Service provider”** means \_\_\_\_\_, a company duly incorporated in accordance with the company laws of the Republic of South Africa with company registration number: \_\_\_\_\_;
- 1.14 **“Signature date”** means the date of signature of this agreement by the party signing last;
- 1.15 **“Subcontract”** means any contract, 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;
- 1.16 **“Subcontractor”** means the third party with whom the service provider enters into a subcontract;
- 1.17 **“Tax invoice”** means the document, as required by Section 20 of the Value-added Tax Act, 1991 (Act 89 of 1991), as amended from time to time;
- 1.18 **“VAT”** means value-added tax, as defined in terms of the Value-added Tax Act, 1991.

## **2. INTERPRETATION**

- 2.1 Headings and subheadings 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 that connotes –
  - 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 any other gender; 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 Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.
- 2.6 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.
- 2.7 If any provision in a definition is a substantive provision that confers 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, 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. 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 \_\_\_\_\_ years, unless terminated earlier, pursuant to Clause 32 below.

## **7. CONTACT PERSON**

- 7.1 The work to be performed by the service provider hereunder will be supervised by City's contact person referred to in Clause 35 below.
- 7.2 The parties shall notify each other in writing from time to time of the details of the nominated contact person.
- 7.3 The contact persons shall liaise and update each other on the progress of the services rendered and shall endeavour 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 handover and overlap takes place, at its cost, between the new and the incumbent contact person.

## **8. SCOPE OF GENERAL SERVICES**

The service provider shall, for the duration of this agreement, provide the services set out in the scope of work and in accordance with the deliverables and milestones attached hereto as Annexure B, including but not limited to the maintenance and support services, as provided for in Clause 20 below.

## **9. PRICE AND PAYMENT**

- 9.1 The City shall pay to the service provider the contract price in the sum of R\_\_\_\_\_ (\_\_\_\_\_ rand), payable in accordance with the terms of the appointment letter, attached hereto as Annexure C, and subject to deliverables.
- 9.2 All payments under this agreement shall be made by electronic fund transfer or other forms of payment as the parties may agree upon 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 no later than 90 (ninety) days of receipt of such statement.
- 9.5 Where the payment of any valid and undisputed tax invoice, or any part of the said tax invoice which is not in dispute, is not made by the due date, the service provider shall be entitled to charge interest on the outstanding amount, at the service provider's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is fully paid.
- 9.6 There shall be no interest levied on a tax invoice that is in dispute between the parties.
- 9.7 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.
- 9.8 All tax invoices shall be addressed to the City's contact person.
- 9.9 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 as follows:
- Bank: \_\_\_\_\_  
Account type: \_\_\_\_\_  
Account number: \_\_\_\_\_  
Branch number: \_\_\_\_\_
- 9.10 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.

## **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 that it emerges that the service provider's charges regarding 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 recognises 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; and

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.

11.2 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 the provision of the services by the service provider to the City. The service provider shall also allocate employees with the technical skill and knowledge on-site at the City at all times during normal working hours, if the City so requires.

11.3 Among others, the service provider shall comply with and provide the services as set out in Clause 8 above.

## **12. WITHHOLDING OF PERFORMANCE**

The service provider may not, under any circumstances, including, without limitation, non-payment by the City, withhold any services from the City during the currency of this agreement, unless it validly terminates this agreement, in terms of Clause 32 below.

### **13. PENALTY**

13.1 Should the service provider fail to comply with its obligations in terms of this agreement, the City may –

13.1.1 exercise its rights in terms of Clause 31 below; or

13.1.2 impose a penalty on the service provider.

13.2 An election of any of the above by the City shall not mean that the City has waived any other rights which the City might have in law.

13.3 Should the City choose to impose a penalty on the service provider, 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.

13.4 Should the service provider fail to remedy the default within 7 (seven) days after receiving the notice, 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, to impose a penalty, which penalty shall be a deduction of 10% of the purchase order issued. For the avoidance of doubt, the penalty amount shall be 10% of the monies due for payment to the service provider monthly, in terms of Clause 9 above.

A sample of work done will be subjected to inspection for the quality of work performed and penalty will be based on the findings which are wrong. Penalty of 10% will be applied to each fault found.

13.5 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 with Clause 33 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 the City's premises.

14.2 The service provider is required to notify the City every month 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 times, 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. ORDERS OF GOODS**

- 15.1 The service provider's contact person shall advise the City in writing of the goods required to enable the service provider to render the services. On the order form, the service provider shall set out the quantity, description of goods and the anticipated date of delivery of the goods ("delivery date").
- 15.2 The City shall confirm the order in writing and authorise the service provider to order the goods necessary for the provision of the service.
- 15.3 All orders for goods ordered under Clause 15 shall be for the separate account of the City, the cost of which shall be invoiced to the City by the service provider upon confirmation of the order, in terms of Clause 15.2 above. The City shall not be obliged to order the goods from the service provider and shall be entitled to use any company that it deems most suitable for the provision of the goods.

## **16. DELIVERY OF GOODS**

- 16.1 The service provider shall deliver the goods on the delivery date.
- 16.2 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 therefor, 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.
- 16.3 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, the City shall be entitled to terminate this agreement by giving the service provider one (1) month's written notice to terminate.
- 16.4 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 –
- 16.4.1 that the goods were received in good condition;
- 16.4.2 that the goods were free of any defects;
- 16.4.3 that the goods were fit for the purpose for which they were purchased; and/or
- 16.4.4 of any terms and conditions of the delivery document.
- 16.5 In the event that the City notifies the service provider, within 5 (five) 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 5 (five) business days of taking delivery of the defective goods.

## **17. DEFECTIVE GOODS OR LATENT PRODUCTS**

- 17.1 The service provider shall verify whether the goods received are in order and without any defects.
- 17.2 In the event that the City realises that the goods have any defect, including (but not limited to) manufacture and/or latent defects, the City shall inform the service provider in writing within 5 (five) days of becoming aware of the defect ("Notice of Defect").
- 17.3 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 17.2 above, and replace the defective goods.
- 17.4 The cost of returning and replacing the defective goods shall be borne by the service provider.
- 17.5 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.

## **18. 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 14 (fourteen) days' written notice to the service provider.

## **19. INSPECTION**

- 19.1 The City may, at any time, inspect the goods and/or service levels of the service provider in terms of this agreement.
- 19.2 If the City is, at any time, dissatisfied with the service levels, the City shall, within 7 (seven) days, notify the service provider in writing of the failure or default.
- 19.3 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.
- 19.4 Should the service provider fail to remedy the failure or default referred to above, 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 31 below.
  - 19.4.1 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 –
    - 19.4.1.1 provide the City with such information as it may reasonably require;

19.4.1.2 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; or

19.4.1.3 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.

## **19.5 Service provider to provide reasonable assistance**

19.5.1 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.

19.5.2 Any information required to be provided to the City, pursuant to Clause 19, 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.

19.5.3 The cost of any inspection contemplated in terms of Clause 19 shall be for the account of the City unless any material irregularity or failure on the part of the service provider is determined by the City in the course of such inspection.

19.6 The inspection contemplated in this agreement will be conducted –

19.6.1 during normal business hours; and

19.6.2 where the circumstances justify it, on reasonable notice to the service provider, with the minimum interference in the provision of the services and the service provider's other operations.

## **20. MAINTENANCE AND SUPPORT**

The essential and critical elements of the maintenance and support to be provided by the service provider to the City shall be detailed in the scope of work attached hereto as Annexure B.

## **21. TRAINING**

If required, the service provider shall, after delivery and installation of the goods, and as part of maintenance and support, ensure that the City's nominated employees, from time to time, receive the required and necessary training relating to the nature, purpose and appropriate use of the goods.

## **22. SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES**

### **22.1 Service warranties**

- 22.1.1 The service provider warrants that, in relation to each service provided in terms of this agreement, –
- 22.1.1.1 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;
  - 22.1.1.2 it possesses or has access to the requisite knowledge, skill and experience to provide the services in an expert manner;
  - 22.1.1.3 it will discharge its obligations under this agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;
  - 22.1.1.4 all work performed and services rendered under this agreement shall comply with prevailing practice, standards and specifications within the industry;
  - 22.1.1.5 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;
  - 22.1.1.6 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;
  - 22.1.1.7 it will, with promptness and diligence, and in a skilful manner and in accordance with the practices and professional standards of operations, perform services and/or deliver goods;
  - 22.1.1.8 its 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;
  - 22.1.1.9 it will use and adopt any standards, processes and procedures required under this agreement;
  - 22.1.1.10 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 skills and knowledge required;
  - 22.1.1.11 the goods and/or services will be free from any defects in material and workmanship;

- 22.1.1.12 it will maintain and cause to be maintained the highest standard of workmanship and care in undertaking the services and/or processing the goods;
- 22.1.1.13 it will maintain and cause to be maintained the highest standard of care and diligence in providing the services, maintenance and support;
- 22.1.1.14 it will ensure that all applicable laws are observed;
- 22.1.1.15 without derogating from the generality of the foregoing, it will strictly adhere 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; and
- 22.1.1.16 it guarantees 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.

## **22.2 Indemnity**

22.2.1 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 or which arises against the City as a result of the service provider's breach of any of the provisions of this agreement. This is provided that the City notifies the service provider in writing within a reasonable time, and, in any event, no 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. The City 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. This is 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.

## **23. SERVICE PROVIDER'S PERSONNEL**

### **23.1 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 employee's employment with the service provider.

## **23.2 Character of employees**

23.2.1 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, who display the highest standards of personal integrity and honesty, and who have not, to their knowledge, been convicted of any crime.

23.2.2 The service provider shall, at its own cost, conduct all reasonable background checks into its employees before using them to provide the services in terms of this agreement.

23.3 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.

## **24. STATUTORY AND EMPLOYMENT ISSUES**

24.1 The service provider shall comply with all employment legislation

24.1.1 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, 1995 (Act 66 of 1995), the Basic Conditions of Employment Act, 1977 (Act 75 of 1997), the Employment Equity Act, 1998 (Act 55 of 1998) and any other applicable employment legislation currently in force.

24.1.2 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 result thereof.

### **24.2 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.

### **24.3 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 (Act 85 of 1993) and it indemnifies the City against any claim which may arise in respect of such act by its personnel against the City.

## **25. SUBCONTRACTING**

- 25.1 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 consent of the City.
- 25.2 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.
- 25.3 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.
- 25.4 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, –
  - 25.4.1 the service provider shall ensure that the subcontractor's BBBEE level is equal or better than that of the service provider, its price is competitive and it has the capacity to provide the service;
  - 25.4.2 such subcontracting shall not absolve the service provider from the responsibility of 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;
  - 25.4.3 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
  - 25.4.4 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.

## **26. CONFIDENTIALITY**

- 26.1 The service provider acknowledges that all information relating to the City's 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, trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers and 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.

- 26.2 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.
- 26.3 The service provider undertakes to not disclose any such confidential information. However, there will be no obligation of confidentiality or restriction on use where –
  - 26.3.1 the information is publicly available, or becomes publicly available otherwise than by action of the receiving party;
  - 26.3.2 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
  - 26.3.3 the information was received from a third party not in breach of an obligation of confidentiality.

## **27. INTELLECTUAL PROPERTY RIGHTS**

- 27.1 All intellectual property rights of the contractor and/or third party vest in the contractor and/or third party, as appropriate.
- 27.2 All rights in the City name and logo remain the absolute property of the City.
- 27.3 The contractor warrants that no aspect of the services provided in terms thereof will infringe any patent, design, copyright, trademark, trade secret or other proprietary right of any third party.
- 27.4 The contractor 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.
- 27.5 In the event the City becomes aware of any such infringement, the contractor 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 contractor of such claim and the contractor controls the defence thereof. The contractor 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.
- 27.6 Should any claim be made against the City by any third party in terms of Clause 27.1 above, the City shall give the contractor written notice thereof

within 3 (three) days of becoming aware of such claim to enable the contractor to take steps to contest it.

27.7 Should any third party succeed in its claim for the infringement of any third party proprietary rights, the contractor shall, at its discretion and within 30 (thirty) days of the services having been found to infringe, at its own cost, –

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

27.7.2 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;

27.7.3 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

27.7.4 withdraw the subject of infringement.

## **28. FORCE MAJEURE**

28.1 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.

28.2 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.

28.3 In the event of circumstances arising which the other party believes that it constitutes a *force majeure* (“the affected party”), 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”).

28.4 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, either party shall be entitled to terminate this agreement without further notice to the other party.

28.5 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.

## **29. CESSION**

The service provider shall not be entitled to cede, 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.

## **30. CHANGE OF CONTROL OR CIRCUMSTANCE**

- 30.1 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 (such change shall be considered a material change in the constitution and identity of the service provider). The City may terminate this agreement upon becoming aware of such material change.
- 30.2 The parties agree that should there be a change, as envisaged in Clause 30.1 above, the service provider will no longer exist and a new third party or entity shall have been constituted. In this regard, such third party shall not be entitled to inherit any of the service provider's rights and obligations in terms of this agreement, which will only be transferred to the new entity in writing by the City following the City's satisfaction and approval in writing of such new entity.
- 30.3 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.

## **31. BREACH**

- 31.1 Subject to Clause 30.3 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. Should the defaulting party fail to remedy the breach within 5 (five) business days after receipt of the notice, the aggrieved party shall be entitled, without prejudice to any of its rights under this agreement or law, to –
- 31.1.1 immediately terminate this agreement without giving written notice and claim damages (which shall include legal costs on an attorney or client scale);
  - 31.1.2 request specific performance and claim damages (which shall include legal costs on an attorney or client scale); or
  - 31.1.3 impose penalties as provided for in Clause 13 above.

## **32. 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.

### **33. DISPUTES**

33.1 Save for Clause 31 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 –

33.1.1 the interpretation of the agreement;

33.1.2 the performance of any of the terms of the agreement;

33.1.3 any of the parties' rights and obligations;

33.1.4 any procedure to be followed;

33.1.5 the termination or cancellation or breach of this agreement; or

33.1.6 the rectification or repudiation of this agreement,

any party may give the other party written notice of such dispute, in which event the provisions below shall apply.

33.2 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 Clause 33 shall apply.

33.3 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, 1965 (Act 42 of 1965).

33.4 The arbitration shall be held under the provisions of the Arbitration Act, 1965 provided that the arbitration shall be –

33.4.1 at any place which the parties agree, in writing, to be mutually convenient; and

33.4.2 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.

33.5 If the arbitration is –

- 33.5.1 a legal matter, then the arbitrator shall be a practising advocate or a practising attorney of no less than 10 (ten) years' standing;
  - 33.5.2 an accounting matter, then the arbitrator shall be a practising chartered accountant of no less than 10 (ten) years' standing; and
  - 33.5.3 any other matter, then the arbitrator shall be any independent person agreed upon between the parties.
- 33.6 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.
- 33.7 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, it shall be deemed to be a dispute of a legal nature.
- 33.8 The arbitrator may –
- 33.8.1 investigate or cause to be investigated any matter, fact or thing which he/she 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 that have a bearing on the dispute;
  - 33.8.2 interview and question under oath the parties or any of their representatives;
  - 33.8.3 decide the dispute according to what he/she considers just and equitable in the circumstances; and
  - 33.8.4 make such award, including an award for specific performance, damages or otherwise, as he/she in his/her 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.
- 33.9 The arbitrator's decision and award shall be in writing with reasons and shall be subject to appeal by either party.
- 33.10 Subject to the provisions of Clause 33.9 above, 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.
- 33.11 Notwithstanding the provisions of Clauses 33.1, 33.2, 33.3, 33.4, 33.5, 33.6 and 33.7 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 therefor in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other party may dispute the claim.

- 33.12 The provisions of Clause 33 are severable from the rest of this agreement and shall remain in effect even where this agreement is terminated or cancelled for any reason.

#### **34. LAWS AND JURISDICTION**

- 34.1 This agreement shall be governed by and interpreted according to the law of the Republic of South Africa.
- 34.2 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 (in Pretoria)).

#### **35. NOTICES AND COMMUNICATION**

- 35.1 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 the agreement or its termination or cancellation, whether in respect of court process, notices or other documents or communication of whatsoever nature (including the exercise of any option), the address, as set out below.

35.1.1 The City:

2<sup>nd</sup> Floor, Block D  
Tshwane House  
320 Madiba Street  
Pretoria CBD  
0001

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: 086 214 9544  
Email: \_\_\_\_\_

35.1.2 The service provider:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

- 35.2 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 *poste restante*.

- 35.3 Any notice given and any payment made by any party to another party (hereinafter referred to as “the addressee”) which –
- 35.3.1 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;
  - 35.3.2 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 7<sup>th</sup> (seventh) day after the date of posting; or
  - 35.3.3 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.
- 35.4 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.
- 35.5 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*.

## **36. GENERAL AND MISCELLANEOUS**

### **36.1 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.

### **36.2 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.

### **36.3 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.

#### 36.4 **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.

#### 36.5 **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 the responsibility of 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.

### 37. **EXECUTION**

37.1 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.

37.2 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.....

Witnesses:

1. ....

2. ....

For and on behalf of **the City of  
Tshwane Metropolitan  
Municipality**  
(duly represented by Mr Johann  
Mettler)

Signed at ..... on this ..... day of ..... 20.....

Witnesses:

1. ....
2. ....

For and on behalf of

\_\_\_\_\_  
\_\_\_\_\_

**(duly represented by**

\_\_\_\_\_  
\_\_\_\_\_ )