



**EMALAHLENI
LOCAL MUNICIPALITY**

TENDER NO: ELM 14/2021

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 1 000
RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD 29**

CIDB GRADE: 6EP

<p align="center">EMPLOYER: Emalahleni Local Municipality P.O Box 3 Witbank 1035</p> <p align="center">Municipal Manager Tel No.: +27 (13) 690 6911 Fax No.: +27 (13) 690 6207 E-mail: maiselahs@emalahleni.gov.za</p>	<p align="center">ENQUIRIES: Engineering Consultant Sekankoe Engineering Contact Person: Mr. K. Molapong Tel No.: +27 13 240 0052 Mobile no: 072 420 3006 E-mail kagiso@sekankoe.co.za</p> <p align="center">ELM Projects Technical services Mr. SN Mvubelo Tel No.: 076 432 4323 E-mail: mvubelosn@emalahleni.gov.za</p> <p align="center">ELM Supply Chain Management Ms. Z Moroku Tel No: 013 690 6497</p>
--	---

Tender Closing Date: Friday, 29 October 2021 at 11H00 am

TENDER PRICE	
TOTAL COST (INCL. VAT)
AMOUNT IN WORDS

Bidder's Details:

Company Name	
Physical Address	
Contact No.	
E-mail Address	
Contact Person	
Central Supplier Database No.	
Company Registration No.	



EMALAHLENI LOCAL MUNICIPALITY

TENDER NO: ELM 14/2021

CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>
----------------	--------------------

**COVER PAGE
CONTENTS**

THE TENDER

PART T1

TENDERING PROCEDURES

T1.1

Tender Notice and Invitation to Tender

T1.2

Tender Data

PART T2

RETURNABLE DOCUMENTS

T2.1

List of Returnable Documents

T2.2

Returnable Schedules

THE CONTRACT

PART C1

AGREEMENT AND CONTRACT DATA

C1.1

Form of Offer and Acceptance

C1.2

Contract Data

PART C2

PRICING DATA

C2.1

Pricing Instructions

PART C3

SCOPE OF WORK

C3.1

Description of the Works

APPENDICES

Annexure A: BILL OF QUANTITIES

Annexure B: EMPUMELELWENI TOWNSHIP 1 176 UNITS SITE MAP

Annexure C: EMPUMELELWENI TOWNSHIP 1000 UNITS ELECTRIFICATION NETWORK

Annexure D: SPECIFICATIONS - Low Voltage Protective Enclosure.

Annexure E: PRACTICE NOTE: Workplace Readiness

Annexure F: EPWP, DMRE Schedule of EPWP, SMME, SWO and BEE

Annexure G: Government Procurement – General Condition of Contract



EMALAHLENI LOCAL MUNICIPALITY

APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD 29

TENDER NO: ELM 14/2021

T1.1 : TENDER NOTICE AND INVITATION TO TENDER

In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), tenders are hereby invited for electrical contractor for the electrification of 1 000 residential units at Empumelelweni township ward 23 and ward 29, in the eMalahleni Local Municipality region. Tenderers should have a CIDB contractor grading of 6EP or higher.

Tender documents will be obtainable on the following websites: www.emalahleni.gov.za or www.etenders.gov.za free of charge from the 22/08/2021. To prevent the spread of the Covid-19 virus through interactions a non-compulsory virtual clarification meeting with representatives of the Employer will take place on Tuesday, 28 September 2021 starting at 10h00 via Microsoft Teams. Tenderers are required to register for attending the virtual briefing to be conducted by the Clients Representative by sending details (email address and representative name and surname) of the bidding entity to kagiso@sekankoe.co.za. A Microsoft Teams invite will be sent to the bidding entities registered not later than 27 September 2021 at 12:00. Minutes of the clarification meeting will be made available (published online) after the clarification meeting on 01 October 2021.

Queries may be directed to:

SCM: Z.Moroku Tel No. 013 690 6497, masangonz@emalahleni.gov.za,

Technical: S.N Mvubelo Tel No. 076 432 4323, mvubelosn@emalahleni.gov.za or

Consultant: Kagiso Molapong (Sekankoe Engineering) Tel No. 013 240 0052, kagiso@sekankoe.co.za.

Fully completed tender documents, clearly marked with the "NAME of the Tenderer" must be placed in a sealed envelope and placed in the tender box situated outside the Civic Centre, First floor, eMalahleni Local Municipality, 29 Mandela Street, eMalahleni 1035 or sent via courier services to the above mentioned address. Couriers documents should be delivered to the First Floor, Supply Chain Management Offices at the aforementioned address. The envelope must be endorsed with the bid number, title of the bid and closing date as indicated in the document.

Bidders will be evaluated on functionality whereby 60 points has to be attained before financial proposals can be looked at. A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No 5 of 2000 and as defined in the conditions of tender in the tender document, read in conjunction with the supply chain management policy of eMalahleni Local Municipality where 80 points will be allocated in respect of price and 20 points in respect of B-BBEE Status Level of Contribution. Tenderers must have the necessary skills, experience and capacity to perform the required work.

No awards will be made to a person:

- Who is in the service of the state;
- 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; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

NB: Only locally produced or manufactured goods, meeting the stipulated minimum threshold for local production and content, will be considered in line with Regulation 8(2) of the Municipal Supply Chain Management Regulations and National Treasury Circular 69." The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South-African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid; and Only the South-African Bureau of Standards (SABS) approved technical specification number SATS 12863:2011 must be used to calculate local content.

The project is LIC and EPWP Project.

The following documents have to be attached (Bidders that fail to submit documents indicated as compulsory will be disqualified):

- Original certified copy of valid BBBEE Certificate (non-compulsory, failure to submit no points will be awarded) only SANAS accredited or Affidavits will be accepted.
- Copy of company registration certificate(CK) – Non-Compulsory
- Copy/ printed Tax compliance status Pin to enable the municipality to verify the bidder's tax compliance status- Non-Compulsory
- Copy of current municipal account (not older than 3 months) or copy of Lease Agreement (and Landlord's municipal account) – Compulsory
- CSD summary report – Non-Compulsory
- Joint Venture Agreement (In case of a Joint Venture) – Compulsory
- Joint Ventures must be registered on CSD as Joint Venture
- CIDB grading of 6EP or higher – Compulsory
- Local content is applicable as per MBD 6.2 as well as Annexure C- Compulsory
- Approval of exemption on local content from DTI must be attached with bidding document, as and when applicable – Compulsory
- Audited annual financial statements for the past 3 years - Compulsory
- All forms must be filled in full – Compulsory

T1.2 : TENDER DATA

Wording

The employer is the EMALAHLENI LOCAL MUNICIPALITY.

The tender documents issued by the employer comprise:

PART T1 : TENDERING PROCEDURES

T1.1: Tender Notice and Invitation to Tender

~~T1.2: Tender Data~~

PART T2 : RETURNABLE DOCUMENTS

T2.1: List of Returnable Documents

T2.2: Returnable Schedules

PART C1 : AGREEMENTS AND CONTRACT DATA

C1.1: Form of Offer and Acceptance

C1.2: Standard Conditions of Tender

PART C2 : PRICING DATA

C2.1: Pricing Instructions

C2.2: Bills of Quantities

C2.3 Evaluation and Adjudication Criteria

PART C3 : SCOPE OF WORKS

C3 Scope of Work

C3.1 Description of the Works

ANNEXURES

The Employer is represented by:

Name: Mr SN MVUBELO

Address: 29 Mandela Street, eMalahleni, 1035

Tel: 013 690 6599

E-mail: mvubelosn@emalahleni.gov.za

No alternative tender offer will be considered; however, proposals and suggestions are welcomed provided that they clearly state the manner of approach, designs if any, calculations and cost implications.

Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.

All documents accompanying this invitation must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box or sent via courier services to the given address. Couriers documents should be delivered at the first floor, Supply Chain Management Offices at the below mentioned address before the closing date and time. The bid box is situated at Civic Centre, First Floor, Mandela Street, Emalahleni.

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: EMALAHLENI LOCAL MUNICIPALITY

Physical address: 29 Mandela Street, Emalahleni, 1035

Wording
Duly completed and signed original bid documents should be sealed in an envelope marked: “TENDER NO. ELM 14/2021: APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD 29”
Closing date: 29 October 2021
Closing time: 11:00
Name of bidder: _____
The closing time for submission of tender offers is stated in the Tender Notice/Invitation to Tender
Late bids shall not be accepted. Please note that bids are late if they are not received at the address given in the invitation after the bid closing date and time.
Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
All bid prices must be quoted in South African currency on a fixed price basis and include VAT.
The tender offer validity period is 90 Days from the closing date.
All relevant documents attached to this bid must be completed and signed in black ink by an authorized representative of the business. The authorized representative of the business is required to initial each page of the bidding document.
The tender shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
Access shall be provided for the following inspections, tests and analysis: Due to the spatial displacement of the various sites the site clarification meeting shall be conducted at the offices of Emalahleni Local Municipality, whereby a site briefing shall be presented. The Employer shall discuss the scope of works and answer any questions raised.
Tender offers will be opened immediately after the closing time at 11:00 for tenders at the Civic Centre Building of the municipality in the presence of a municipal representative. To prevent the spread of the Covid-19 virus the opening will NOT be done in front of public members.
The conditions contained in the General Conditions of Contract (GCC) 2010 2 nd edition, and the attached bid forms, as well as any other conditions accompanying this invitation are applicable.
The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
The Emalahleni Local Municipality reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid at all.
<p>The following preference point systems are applicable to all bids:</p> <ul style="list-style-type: none"> - 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). <p>The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.</p>
Tender offers will only be accepted on condition that:
<p>a) the tenderer is registered on the Central Supplier Database (CSD) of the National Treasury;</p> <p>b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</p> <p>c) the tenderer has not:</p> <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and

Wording	
d)	has completed the Compulsory Municipal Bidding Documents (MBD) and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially comprise the tender process.
The number of paper copies of the signed contract to be provided by the Employer is ONE (1).	

EMALAHLENI LOCAL MUNICIPALITY

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION
OF 1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND
WARD 29**

TENDER NO: ELM 14/2021

PART T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

EMALAHLENI LOCAL MUNICIPALITY

APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD 29

T2.1: LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER COMPLIANCE PURPOSES (included hereafter for completion)

- | | |
|--------------|---|
| Schedule: 1A | MBD 1 - Invitation to Bid |
| Schedule: 1B | MBD 2 - Broad-Based Black Economic Empowerment (B-BBEE) status level certificates - Submission of a Certified B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a B-BBEE Sworn Affidavit (if applicable) |
| Schedule: 1C | MBD 4 - Declaration of Interest |
| Schedule: 1D | MBD 5 - Declaration for procurement above R10 million (all applicable taxes included) |
| Schedule: 1E | MBD 6.1 – Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017 |
| Schedule: 1F | MBD 6.2 – Local Content Form |
| Schedule: 1G | MBD 7.1 – Contract form – Purchase of Goods/works |
| Schedule: 1H | MBD 8 – Declaration of Bidder's Past Supply Chain Management Practices |
| Schedule: 1I | MBD 9 - Certificate of Independent Bid Determination |
| Schedule: 1J | Authority of Signatory |
| Schedule: 1K | Record of Addenda to Tender Documents |
| Schedule: 1L | Proposed Amendments and Qualifications |
| Schedule: 1M | Municipal water and lights statement or written confirmation that municipal rates and taxes and municipal service charges of the prospective bidder and directors of the business are not in arrears from the relevant municipality for more than 90 days or lease agreement in the case of rental of property. |
| Schedule: 1N | Company Registration (CK/CC) – Not Compulsory |
| Schedule: 1O | Proof of registration on the Central Suppliers Database (CSD) of the National Treasury (CSD Summary Report). |
| Schedule: 1P | Joint Venture Agreement in case of a Joint Venture signed by both parties |
| Schedule: 1Q | Proof of CIDB Registration stating an active status of grading 6EP |
| Schedule: 1R | If the value of the transaction is expected to exceed R10 million (VAT included), bidders are required to furnish –
(i) if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements –
(aa) for the past three years; or
(bb) since their establishment if established during the past three years. |

2. **RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT
(to be attached with submission)**
3. **OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE
CONTRACT (included hereafter for completion)**
- C1.1 : The offer portion of the Form of Offer and Acceptance
- C1.2 : Standard Conditions of Tender
- C2.1: Pricing instructions
- C2.2 : Bills of Quantities
- C2.3 Evaluation and Adjudication Criteria
- C3.1 Description of the Works

SCHEDULE 1A: MBD 1 - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMALAHLENI LOCAL MUNICIPALITY

BID NUMBER:	ELM 14/2021	CLOSING DATE:	29 October 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF AN APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD 29				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT

EMALAHLENI LOCAL MUNICIPALITY
CIVIC CENTRE
29 MANDELA STREET
EMALAHLENI

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

DEPARTMENT	SCM
CONTACT PERSON	MS ZINHLE MOROKU
TELEPHONE NUMBER	(013) 690 6497
FACSIMILE NUMBER	(013) 690 6207
E-MAIL ADDRESS	masangonz@emalahleni.gov.za

TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON	MR SN MVUBELO
TELEPHONE NUMBER	076 432 4323
FACSIMILE NUMBER	(013) 690 6207
E-MAIL ADDRESS	mvubelosn@emalahleni.gov.za

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
2. TAX COMPLIANCE REQUIREMENTS										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 20%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>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.</p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

**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:

SCHEDULE 1B: MBD 2 - BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or B-BBEE Sworn Affidavits or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who do not submit B-BBEE Status Level Verification Certificates or are noncompliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points for out of 90 or 80 for price only and **zero** points out of 10 or 20 for B-BBEE.

SCHEDULE 1C: MBD 4 - DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her positioning relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declaring acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

- 2.7 Are you or any person connected with the bidder
presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:
.....

Position occupied in the state institution:.....

Any other particulars:.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars:

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SCHEDULE 1D: MBD 5 - 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?
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. ***YES / NO**

- 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.
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. Will any portion of goods or services be sourced from outside 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? ***YES / NO**

4.1 If yes, furnish particulars

.....
.....

* Delete if not applicable

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

SCHEDULE 1E: MBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017
--

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Construction service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

8.9 I/we, the undersigned, who is / are duly authorized to do so on behalf of the company/firm,

certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS:.....

.....

.....

SCHEDULE 1F: MBD 6.2 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT
--

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9. (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9. (3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

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

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<u>Steel product</u>	<u>100</u> %
<u>Power Cables and Conductors (MV and LV)</u>	<u>90</u> %
<u>Transformers (11kV)</u>	<u>90</u> %
<u>Electricity meters</u>	<u>70</u> %
<u>Plastic and PVC pipes</u>	<u>100</u> %
<u>Wooden Poles</u>	<u>100</u> %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE:_____

WITNESS No. 1:_____

DATE: _____

WITNESS No. 2 :_____

DATE: _____

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

GBP

Signature of tenderer from Annex B

Date:

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

[illegible]

A. Exempted imported content

Part Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Q2ty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											R. 0

(D19) Total exempt imported value	R 0
-----------------------------------	-----

This total must correspond with
Annex C - C 21

8. Imported directly by the Tenderer

[illegible]

(D32) Total imported value by tenderer	R 0
--	-----

C. Imported by a 3rd party and supplied to the Tenderer

[illegible]

(D45) Total imported value by 3rd party	R 0
---	-----

D. Other foreign currency payments

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

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

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R 0
--	-----

This total must correspond with
Annex C - C.23

Signature of tenderer from Annex B

Date:

(E1)	Tender No.
(E2)	Tender description:
(E3)	Designated products:
(E4)	Tender Authority:
(E5)	Tendering Entity name:

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
(E3) Total local products (Goods, Services and Works)			

(E10) **manpower** (Tenderer's manpower cost)

(E!!!) story overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and r** (Marketing, insurance, financing, interest etc.)

[E13] Total local content

**This total must correspond with Annex
C - C24**

Signature of tenderer from Annex B

Date:

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 (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... 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.

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 numberdated.....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	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

SCHEDULE 1H: MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
--

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

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

4.4.1	If so, furnish particulars:
-------	-----------------------------

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

SCHEDULE 1I: MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION
--

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

SCHEDULE 1J: AUTHORITY OF SIGNATORY
--

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I, , chairperson of the board of directors of

..... , hereby confirm that by resolution of the board **(copy attached)** taken on 20..., Mr./Ms. acting in the capacity of , was authorized to sign all documents in connection with this tender for contract and any contract resulting from it on behalf of the company.

As witnesses :

1. Chairman :
2. Date :

Tenderers must attach a copy of the Resolution of the Board.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as hereby authorize Mr. / Ms. , acting in the capacity ofto sign all documents in connection with the tender for Contractand any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise _____ Mr/Ms.

_____, authorized signatory of the company _____
_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

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

As witnesses:

1. _____ Signature: _____
Sole owner: _____
2. _____ Date: _____

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as _____
_____ hereby authorize Mr./Ms. _____
acting in the capacity of _____, to sign all

documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

<p align="center">CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (if applicable)</p>
--

This returnable schedule is to be completed by joint ventures.

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

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

NOTE: A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

EMALAHLENI LOCAL MUNICIPALITY

APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF
1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD

29

TENDER NO: ELM 14/2021

SCHEDULE 1K: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

EMALAHLENI LOCAL MUNICIPALITY

APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF
1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD
29

TENDER NO: ELM 14/2021

SCHEDULE 1L: PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

Page	Clause or Item	Proposal

Signed

Date

Name

Position

EMALAHLENI LOCAL MUNICIPALITY

APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD

29

TENDER NO: ELM 14/2021

SCHEDULE 1M: MUNICIPAL RATES AND TAXES

Section 38 (d) (i) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

The tenderer must attach to this page proof of registration with the Municipalities (local and/or district) as a payer of municipal levies and valid proof that municipal rates and taxes and municipal service charges of the prospective bidder and directors of the business are not in arrears from the relevant municipality for more than 90 days and complete the **Clearance Certificate for Water & Lights** below or lease agreement in the case of rental of the property.

CLEARANCE CERTIFICATE FOR WATER & LIGHTS

Section 38(d) (i) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conducts his / her business.

Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with **X** where appropriate):

QUESTIONS		YES	NO
1.	Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?		
2.	If yes, provide the following details:		
2.1	▪ Municipality name		
2.2	▪ Municipal account number		
3.	If yes, please attach proof in the form of the original or certified copy of the bidder's and all director's municipal rates and taxes account not older than 3 months		
4.	Does the bidder lease / rent the property where the business is situated?		
5	If yes, provide the following details:		
5.1	▪ Landlord name		
5.2	▪ Address property is situated		
5.3	▪ Contact number of landlord		
6.	Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof		
I, (Insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (Insert company name)			
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			

EMALAHLENI LOCAL MUNICIPALITY

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF
1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD
29**

TENDER NO: ELM 14/2021

SCHEDULE 1N: COMPANY REGISTRATION CERTIFICATE (NOT COMPULSORY)

The tenderer must attach to this page proof of company registration (CK/CC).

EMALAHLENI LOCAL MUNICIPALITY

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF
1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD**

29

TENDER NO: ELM 14/2021

SCHEDULE 10: CSD REGISTRATION

The tenderer must attach to this page proof of registration on the Central Suppliers Database (CSD) of the National Treasury (CSD Summary report).

EMALAHLENI LOCAL MUNICIPALITY

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF
1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD**

29

TENDER NO: ELM 14/2021

SCHEDULE 1P: JOINT VENTURE AGREEMENT

The tenderer must attach to this page proof of Joint Venture Agreement in case of a Joint Venture signed by both parties.

EMALAHLENI LOCAL MUNICIPALITY

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF
1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD
29**

TENDER NO: ELM 14/2021

SCHEDULE 1Q: Proof of CIDB Registration
--

The tenderer must attach to this page proof of CIDB registration stating an active status of grading 6EP

EMALAHLENI LOCAL MUNICIPALITY

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF
1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD
29**

TENDER NO: ELM 14/2021

SCHEDULE 1R: Proof of Audited Financial Statements

The tenderer must attach three year audited financial statement as required by law.

EMALAHLENI LOCAL MUNICIPALITY

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF
1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD
29**

TENDER NO: ELM 14/2021

PART C1: AGREEMENT AND STANDARD CONDITIONS OF TENDER

- C1.1 Form of Offer and Acceptance**
- C1.2 Standard Conditions of Tender**

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF
1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD
29
TENDER NO: ELM 14/2021**

C1.1: FORM OF OFFER AND ACCEPTANCE

1. OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 1 000
RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD 29**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data. **Note should be taken that the amount that is reflected by the Tenderer in the form of offer does not reflect the actual allocated work. Only tendered rates offered in the Bill of quantities will be used for each project allocated to the service provider.**

The offered total of the prices inclusive of Value-Added Tax is:

.....
.....

Rand (in words);

R (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the **Tenderer**
(Name and address of organization)

Name and signature
of witness Date

2. ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in

Part C1 : Agreements and conditions of tender (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the **Employer**
(Name and address of organization)

Name and signature
of witness

Date

C 1.2: Standard Conditions of Tender

1 GENERAL

1.1 Actions

1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- a) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- b) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract

1.2 Tender documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

1.3 Interpretation

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) Incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

1.4 **Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.5 **The employer's right to accept or reject any tender offer**

- 1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
- 1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months unless only one tender was received and such tender was returned unopened to the tenderer.

1.6 Procurement procedures

1.6.1 General

Unless otherwise stated in the tender data, a contract will be concluded with the tenderer who is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

1.6.2 Competitive negotiation procedure

1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions.

1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

1.6.2.4 The contract shall be awarded in accordance with the provisions of the General Conditions of Contract after tenderers have been requested to submit their best and final offer.

2 TENDERER'S OBLIGATIONS

2.1 Eligibility

- 2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- 2.1.2 Submit a tender offer only if the tenderer satisfies that the minimum score for functionality criteria will be met.
- 2.1.3 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

2.9 Insurance

During the full period of construction all material and the safety of the site shall remain the full responsibility of the contractor. The tenderer is advised to seek qualified advice regarding insurance.

2.10 Pricing the tender offer

2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes, and levies being those applicable 14 days before the closing time stated in the tender data.

2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

2.13 Submitting a tender offer

2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

2.13.4 Sign the original and all copies of the tender offer where required In terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall

state which of the signatories shall be the lead partner whom the employer shall hold liable for the purpose of the tender offer.

2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

2.13.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

2.13.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

2.14 **Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

2.15 **Closing time**

2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery

2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

2.16 **Tender offer validity**

2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (**not less than 90 days**) stated in the tender data after the closing time stated in the tender data.

2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of **clause 2.13** with the packages clearly marked as "SUBSTITUTE".

2.17 **Clarification of tender offer after submission**

2.17.1 Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a

breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note:

Clause 2.17.1 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the employer elect to do so.

2.18 Provide other material

2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

2.20 Submit securities, bonds, policies etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data

EMALAHLENI LOCAL MUNICIPALITY

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF
1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD**

29

TENDER NO: ELM 14/2021

PART C2 : PRICING DATA

- C2.1 Pricing Instructions**
- C2.2 Evaluation and Adjudication Criteria**
- C2.3 Bill of quantities**

C 2.1 PRICING INSTRUCTIONS

1. General

The pricing instructions describe the criteria and assumptions which will be assumed in the contract that the Tenderer has taken into account when developing his prices. The bills of quantities record the contractor's rates for providing supplies, services, engineering and construction works in accordance with the scope of work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the contract data. These items are not described in the pricing data.

2. Documents mutually explanatory

The documents forming the Contract are to be taken as mutually explanatory of one another. The bill of quantities forms an integral part of the contract documents and shall be read in conjunction with the tender data, contract data, and scope of work, site information general and special conditions of contract, the specifications and the drawings.

3. Definitions

For the purpose of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit	The unit of measurement for each item of work as defined in the scope of work and site information
Quantity	The number of units of work for each item.
Rate	The payment per unit of measurement at which the contractor contracts to do the work.
Amount	The product of the quantity and the rate tendered for an item.
Sum	An amount contracted for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

4. Descriptions

Descriptions in the bill of quantities are abbreviated and comply generally with those in the standardised specifications. The standardised specification, read together with the relevant clauses of the scope of work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable standardised specification, or the scope of work, conflict with the terms of the bill, the requirements of the standardised specification or scope of work, as applicable, shall prevail.

5. References

The clauses in a specification in which further information regarding the schedule item can be obtained appear under "reference clause" in the bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents.

6. Units of measurement

The units of measurement indicated in the bill of quantities are metric units.

The following abbreviations are used in the bill of quantities:

%	per cent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kW	kilowatt
l	litre
m	metre
mm	millimetre
MN	mega newton
MN-m	mega newton-metre
MPa	mega Pascal
m ²	square metre
m ³	cubic metre
m ³ -km	cubic metre-kilometre
m ² -pass	square metre-pass
no	number
PC sum	Prime Cost sum
Prov Sum	Provisional Sum
sum	lump sum
t	ton (1 000 kg)

7. Net measurements

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

8. Quantities

The quantities set out in the bill of quantities are the estimated quantities of the contract works, but the contractor will be required to undertake whatever quantities may be directed by the employer from time to time. The contract price for the completed contract shall be computed from the actual quantities of work accepted and certified for payment.

9. **Currency**

All rates and sums of money quoted in the bill of quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

10. **Value Added Tax**

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the bill of quantities. VAT will be added as a single entry to the summary.

11. **Rates and prices**

11.1 General

- a) The contractor must price each item in the bill of quantities in **BLACK INK**. Reproduced computer printouts of the bills of quantities will not be acceptable.
- b) The rates and prices to be inserted in the bill of quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) A price or rate is to be entered against each item in the bill of quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the bill. The contractor will not be paid for items against which no rate or lump sum has been entered in the bill of quantities.
- d) Should the contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.
- e) **ALL SUCCESSFUL BIDDERS PRICES SHALL BE ADDED AND AN AVERAGE OF ALL SHALL CONSTITUTE THE FINAL RATE ON THAT SPECIFIC ITEM**

11.2 "Rate only" items

The contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

11.3 Arithmetic

Excepting where sum amounts are required or where provisional sums have been indicated, the contractor shall enter an applicable rate in the rate column of the bill of quantities for each scheduled item. He shall also enter an appropriate sum in the

Amount column for each scheduled item, by determining in the applicable line item the product of the quantity and the unit rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the employer in determining the contract price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, such error will be corrected by the employer in determining the contract price.

12. Variation in text

No alteration, erasure or addition is to be made in the text of the bill of quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the bill of quantities will be adhered to.

C2.2 Evaluation and Adjudication Criteria

All bid proposals received will be evaluated and adjudicated on the **80/20** preference point system.

Technical Proposals

All bid proposals received will be evaluated on the following scoring criteria on the basis of functionality and price.

Only those tenderers who score a minimum score of **60 points** in respect of the following functionality criteria will proceed to the price and preference goals.

FUNCTIONALITY

Schedule	Evaluation Matrix	Maximum Score/points	Scores
A	<p><u>Bidders Experience</u></p> <p>This shall be demonstrated by the number of completed electrification projects by the bidder.</p> <p>NB: Completion Certificate or reference letters must be attached.</p>	20	<ul style="list-style-type: none"> No Bidder's experience provided = 0 point 1-2 Electrification projects worth R3 million or more completed = 5 points 3-4 Electrification projects worth R3 million or more completed = 10 points 5-6 Electrification projects worth R3 million or more completed = 15 points 7 or more Electrification projects worth R3 million or more completed = 20 points
B	<p><u>Quality, Environment and Safety</u></p> <p>This shall be demonstrated by accredited certifications or documented quality management, environmental management and health and safety management systems.</p> <p>NB: Attached SANAS Accredited Certification or Management System documents.</p>	15	<ul style="list-style-type: none"> Valid SANAS accredited (QMS) ISO:9001 Certification = 5 points, or Quality Management System document = 3 points, or No SANAS accreditation and QMS document = 0 point Valid SANAS accredited (EMS) ISO:14001 Certification = 5 points, or Environmental Management System document = 3 points, or No SANAS accreditation and EMS document = 0 point Valid SANAS accredited (HSMS) ISO:45001 or 18001 Certification = 5 points, or Health and Safety Management System document = 3 points, or No SANAS accreditation and HSMS document = 0 point
C	<p><u>Labour Intensive Construction Certificate (LIC)</u></p> <p>This shall be demonstrated by the bidder's NQF Level 5 certificate of competence for LIC</p>	5	<p>Labour Intensive Construction – NQF Level 5 Certificate of Competence = 5 points</p> <p>Labour Intensive Construction – NQF Level 5 Certificate of Attendance = 3 points</p> <p>No Certification submitted = 0 points</p>
D	<p><u>Experience of Key Staff</u></p> <p>This shall be demonstrated by the bidder's personnel's CV's, Qualifications as well</p>	26	<ul style="list-style-type: none"> Construction Health and Safety Agent (PrCHSA) = 7 points, or – Construction Health and Safety Manager (CHSM) = 5 points,

	<p>as stipulated VALID Registrations. Submit proof.</p> <p>NB: No personnel may hold two positions. If one person holds more than one position, points for one position will be awarded and other points will be forfeited.</p>		<p>or – Construction Health and Safety Officer (CHSO) =3 points.</p> <ul style="list-style-type: none">• Site Manager<ul style="list-style-type: none">– National Diploma in Electrical Engineering (Heavy Current) = 4 points- 3 years or more electrical experience upon obtaining qualification = 3 points.• Site Supervisor<ul style="list-style-type: none">– in possession of a wireman’s license (Installation Electrician) = 4 points- 3 years or more electrical experience upon obtaining qualification = 3 points• Electrician<ul style="list-style-type: none">- In possession of trade test (Electrician/Millwright) – 3 points- 3 years or more electrical experience upon obtaining qualification = 2 points												
E	<p><u>Registration and affiliations</u></p> <p>NB: Registration must be in the name of the Principal Contractor. In a case of JV registration must be in one of the Company’s names in partnership.</p>	15	<p>Valid registration with the department of Labour (Now known as Department of Employment and Labour) as an Electrical Contractor (as Installation Electrician or higher in the name of the bidder) = 10 points No submission = 0 points</p> <p>Valid registration with Electrical Conformance Board (ECB) = 5 points No submission = 0 points</p>												
F	<p><u>Bidders Physical Resources</u></p> <p>This shall be demonstrated by vehicle registration certificates in the bidder’s name, letter by reputable and contactable equipment leasing company specifying an intent to allow contractor to lease.</p>	19	<table><tr><th>Resources</th><th>Owned</th><th>Leased</th></tr><tr><td>Cherry Picker</td><td>7 points</td><td>4 points</td></tr><tr><td>Truck Mounted Crane</td><td>7 points</td><td>4 points</td></tr><tr><td>LDV (Bakkie)</td><td>5 points</td><td>3 points</td></tr></table>	Resources	Owned	Leased	Cherry Picker	7 points	4 points	Truck Mounted Crane	7 points	4 points	LDV (Bakkie)	5 points	3 points
Resources	Owned	Leased													
Cherry Picker	7 points	4 points													
Truck Mounted Crane	7 points	4 points													
LDV (Bakkie)	5 points	3 points													

NB: Only bidders who score a minimum of 60 points will be further evaluated on price and BBBEE.

NB: The bidder shall not use the same Key Personnel certificates for different positions.

SCHEDULE A

EVALUATION SCHEDULE: TENDERER'S EXPERIENCE

The following is a statement of major works of a similar nature successfully executed by myself/ourselves.

The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work for **APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD 29** will be evaluated.

Briefly describe company or individual experience in regard to the above scope of work and attach this to this schedule.

NB: Proof of previous work history must be attached for i.e. completion certificates or reference letter that indicates the value of work completed etc.

A summary of the relevant work experience in line with the scope of work should be indicated in the table below: (Any additional information regarding previous work experience can be attached to this schedule).

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

The scoring of the tenderer's experience will be as follows:

Non-responsive (score 0)	Tenderer has no experience or no information has been provided
No electrification projects completed	0 Points
1-2 Electrification projects worth R3 million or more completed	5 Points
3-4 Electrification projects worth R3 million or more completed	10 Points
5-6 Electrification projects worth R3 million or more completed	15 Points
7 or more Electrification projects worth R3 million or more completed	20 points

SCHEDULE B
EVALUATION SCHEDULE
QUALITY, ENVIRONMENT AND SAFETY

The schedule quality, environment, and safety of the tenderer in the execution of similar projects or nature or similar areas and conditions in relation to the scope of work for **APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD 29** will be evaluated.

The tenderer shall demonstrate that they are in position of SANAS accredited certifications or Management system documentation for quality management, environmental management and health and safety management systems.

NB: Attached SANAS accredited Certification or Management System documents.

NB: Please attach proof of documentation required: Failure to submit the documents will result in no points given

The scoring of the proposed organization and staffing will be as follows:

15	<ul style="list-style-type: none">Valid SANAS accredited ISO:9001 Certification = 5 points, orQuality Management System document = 3 points, orNo SANAS accreditation and QMS document = 0 point
	<ul style="list-style-type: none">Valid SANAS accredited ISO:14001 Certification = 5 points, orEnvironmental Management System document = 3 points, orNo SANAS accreditation and EMS document = 0 point
	<ul style="list-style-type: none">Valid SANAS accredited ISO:45001 or 18001 Certification = 5 points, orHealth and Safety Management System document = 3 points, orNo SANAS accreditation and HSMS document = 0 point

SCHEDULE C

EVALUATION SCHEDULE

LABOUR INTENSIVE CONSTRUCTION CERTIFICATE (LIC)

The tenderer shall submit the labour-intensive construction certificate NQF Level 5 certificate of competence

NB: Please attach proof of documentation required: Failure to submit the documents will result in no points given

The scoring of the proposed organization and staffing will be as follows:

5	Labour Intensive Construction – NQF Level 5 Certificate of Competence = 5 points or
	Labour Intensive Construction – NQF Level 5 Certificate of attendance = 3 points or
	No Certification submitted = 0 points

SCHEDULE D

EVALUATION SCHEDULE

EXPERIENCE OF KEY STAFF

The schedule Experience of Key Staff of the tenderer in the execution of similar projects or nature or similar areas and conditions in relation to the scope of work for **APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD 29** will be evaluated.

The tenderer should indicate the furnish the Curriculum Vitaes, originally certified Qualifications, registrations and project organogram.

NB: No personnel may hold two positions. If one person holds more than one position, points for one position will be awarded and other points will be forfeited.

NB: Please attach proof of documentation required: Failure to submit the documents will result in no points given

The scoring of the proposed organization and staffing will be as follows:

26	7 Points	<ul style="list-style-type: none"> Construction Health and Safety Agent (PrCHSA) = 7 points, or – Construction Health and Safety Manager (CHSM) = 5 points, or – Construction Health and Safety Officer (CHSO) = 3 points.
	7 Points	<ul style="list-style-type: none"> Site Manager <ul style="list-style-type: none"> – National Diploma in Electrical Engineering (Heavy Current) = 4 points - 3 years or more electrical experience upon obtaining qualification = 3 points.
	7 Points	<ul style="list-style-type: none"> Site Supervisor <ul style="list-style-type: none"> – in possession of a wireman's license (Installation Electrician) = 4 points - 3 years or more electrical experience upon obtaining qualification = 3 points
	5 Points	<ul style="list-style-type: none"> Electrician <ul style="list-style-type: none"> - In possession of trade test (Electrician/Millwright) – 3 points - 3 years or more electrical experience upon obtaining qualification = 2 points

SCHEDULE E
EVALUATION SCHEDULE
REGISTRATION AND AFFILIATIONS

The schedule registration as Electrical Contractor of the tenderer in the execution of similar projects or nature or similar areas and conditions in relation to the scope of work for **APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD 29** will be evaluated.

NB: Registration must be in the name of the Principal Contractor. In a case of JV registration must be in one of the Company's names in partnership.

NB: Please attach proof of documentation required: Failure to submit the documents will result in no points given

The scoring of the proposed organization and staffing will be as follows:

10	The Valid Registration with the department of Labour (Now known as Department of Employment and Labour) as an Electrical Contractor (as Installation Electrician or higher in the name of the bidder) to be submitted = 10 Points No submission = 0 points
5	Valid Registration with Electrical Conformance Board (ECB) to be submitted = 5 Points No submission = 0 points

SCHEDULE F

EVALUATION SCHEDULE

POSITION OF EQUIPMENT

The schedule equipment of the tenderer in the execution of similar projects or nature or similar areas and conditions in relation to the scope of work for **APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD 29** will be evaluated.

This shall be demonstrated by vehicle registration certificates in the company's name, letter by reputable and contactable equipment hiring company specifying an intent to allow contractor to hire

NB: Please attach proof of documentation required: Failure to submit the documents will result in no points given

The scoring of the proposed organization and staffing will be as follows:

19	Resources	Owned	Leased
	Cherry Picker	7 points	4 points
	Truck Mounted Crane	7 points	4 points
	LDV (Bakkie)	5 points	3 points

NB: Only bidders who score a minimum of 60 points will be further evaluated on price and BBEE.

C2.3 Bill of quantities**Summary of Bill of Quantities****ELECTRIFICATION OF 1000 UNITS AT EMPUMELELWENI TOWNSHIP**

Item No.	Short Description	Amount (Rands)
	Summary	
A	Preliminaries and General	
B	Pegging out the works	
C	Digging Holes 1.8m deep	
D	Plant Poles	
E	HV Structures	
F	MV Stays	
G	LV Structures	
H	LV Stays	
I	Service Boxes	
J	Stringing	
K	Transformer Installation	
L	LV Protection Morsdorf type fuses	
M	Installation Earthing	
N	Pole Numbering	
O	Other	
P	House Connections	
Q	Conductor	
	EXECUTIVE TOTAL EXCLUDING VAT:	
	5% Contingency Amount	
	SUB-TOTAL 02	
	VAT @ 15%	
	TOTAL (including VAT)	

**APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 1 000
RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD 29
TENDER NO: ELM 14/2021**

C1.1 : SCOPE OF WORK

A. General Information

Purpose

The purpose of the tender is to request bids from electrical contractor for the following electrical project: **APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD 29**

Type of contract

The scope includes supply, delivery, installation, testing, pre-commissioning and commissioning for: **APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR THE ELECTRIFICATION OF 1 000 RESIDENTIAL UNITS AT EMPUMELELWENI TOWNSHIP WARD 23 AND WARD 29**

Emalahleni Local Municipality. The prospective electrical contractor shall include in the bid, the proposed personnel, their qualifications and professional registrations

Find attached

Annexure A: BILL OF QUANTITIES.

Annexure B: EMPUMELELWENI TOWNSHIP 1000 UNITS SITE MAP.

Annexure C: EMPUMELELWENI TOWNSHIP 1000 UNITS ELECTRIFICATION NETWORK.

Annexure D: SPECIFICATIONS - Low Voltage Protective Enclosure.

Annexure E: PRACTICE NOTE: Workplace Readiness

Annexure F: EPWP, DMRE Schedule of EPWP, SMME, SWO and BEE

Annexure G: Government Procurement – General Condition of Contract.

Contract Period

The contract period shall be **six (6) months** from the effective date of contract (date of commencement). It is recommended that the project be completed by not later than 30 June 2022.

A, Background

EMPUMELELWENI TOWNSHIP is a low income residential area about 35km (-25. 995688 29.042350) on the Northwestern side of the Emalahleni CBD. Emalahleni continues to grow with new areas developing and therefore there is a growing need to offer basic services such as accommodation to more residents of Emalahleni. In order to improve the lives of the

residents of Emalahleni, the Emalahleni Local Municipality, in conjunction with the Department of Mineral Resources and Energy (DMRE) ensures that electricity is provided safely to its residents and it is properly maintained. With the available funding, 1000 units have been identified to be electrified due to the convenience of the electrical infrastructure in EMPUMELELWENI TOWNSHIP.

C. *Discussion*

In an effort to improve the quality of lives of the Empumelelweni community, the Emalahleni Local Municipality has an obligation to implement the mandate of the Integrated National Electrification Programme (INEP) by electrifying communities without electricity. With funding available from the Department of Mineral Resources and Energy (DMRE), 1000 stands have been identified at EMPUMELELWENI TOWNSHIP as beneficiaries of the available funds.

D. *Scope of Works and Specifications*

D.1.0 SCOPE OF WORK

The tenderer must ensure they are well conversant with the contents of the scope of work before finalizing their bids.

This Scope of Work shall be read in conjunction with technical specification document. If there is any perceived conflict between the scope of work and specification, the CONSTRUCTION CONTRACTOR and the appointed Engineer, in conjunction with the Emalahleni Municipality Electrical team shall resolve the conflict.

The total number of household connections is **1000**.

The CONSTRUCTION CONTRACTOR shall supply and install all the necessary equipment and material to accomplish the electricity connections in a timely manner, safely and at the correct quality. The CONSTRUCTION CONTRACTOR shall ensure the safety of all personal in accordance with Occupational Health and Safety Act and as per approved safety file. Tool box talk shall be conducted and recorded daily and the minutes handed to be made available as and when required.

Each task shall have a risk analysis conducted before it can be done. A risk assessment shall also be conducted if there is any major change to the work whether expected or unexpected. This shall be done by means of a daily safety task instruction (DSTI). The CONSTRUCTION CONTRACTOR's representative shall have the right to stop work if there is a violation of the safety requirements or if the necessary safety documentation cannot be provided upon request. Lifting shall not be conducted without an approved lifting plan as there are residential areas in the proximity and there will be traffic (human and vehicle) passing close the work areas. No excavations shall be made if they cannot be backfilled on the same day. Barricades and warning tape shall be installed wherever there is excavation in progress. All excavations shall be by hand as the location of existing underground services was not established.

CONSTRUCTION CONTRACTOR shall not conduct any switching activities on the existing network unless authorized in writing by the Municipality. No live line work shall be conducted on this project. A two (2) week advance notice for any switching activity shall be given to the Municipality. CONSTRUCTION CONTRACTOR shall participate in the finalization of the cut-over plan with the Engineer and Municipality. The cut-over plan for teeing off or connecting from existing MV overhead lines at EMPUMELELWENI TOWNSHIP, will consist of the safety requirements, identification of the correct isolation points, requirements to isolate the points,

testing for dead after isolation, tagging and applying earths and re-energization after completion of cut-over.

CONSTRUCTION CONTRACTOR shall pre- commission, test, and commission the installation.

CONSTRUCTION CONTRACTOR shall be responsible to inform and negotiate with household owners to obtain access into the premises to make the necessary installations.

D1.1 EMPUMELELWENI TOWNSHIP:

- D1.1.1 CONSTRUCTION CONTRACTOR shall peg and create drawings for the 11KV line connecting from existing MV network to EMPUMELELWENI TOWNSHIP. The drawings shall be signed off by Emalahleni Local Municipality.
- D1.1.2 CONSTRUCTION CONTRACTOR shall excavate, plant dressed 11m wooden poles, stays and all associated accessories for 11KV over-head line construction.
- D1.1.3 CONSTRUCTION CONTRACTOR shall arrange a shutdown with the Emalahleni Local Municipality to connect onto the existing 11KV MV reticulation. This scope is to be done at the last stage when all the 11KV reticulation is complete. No live line work shall be done under this project. CONSTRUCTION CONTRACTOR shall not do any work within a fifteen (15) meter radius of the existing live overhead line without a shutdown. Two weeks advance notice shall be given to the Municipality unless otherwise authorized.
- D1.1.4 CONSTRUCTION CONTRACTOR shall construct 315kVA H-pole transformer platforms for the installation of transformers, complete with D'fuse cut-out and, insulators, main enclosure panel and necessary accessories and provision for Low Voltage connections.
- D1.1.5 CONSTRUCTION CONTRACTOR shall supply and install fourteen (14) new 315kVA, 11/0.42kV Cu/Cu pole mounted transformers complete with all accessories. The location of the transformer shall be as per the project drawings created by the CONSTRUCTION CONTRACTOR and approved by Emalahleni Local Municipality. The CONSTRUCTION CONTRACTOR shall test and commission the transformers.
- D1.1.6 CONSTRUCTION CONTRACTOR shall string with Mink, Aluminium Conductor Steel Reinforced (ACSR). CONSTRUCTION CONTRACTOR shall ensure that the tensioning of the conductor is in such a way that overhead cable is at least seven (7) meters above ground at the lowest point.
- D1.1.7 CONSTRUCTION CONTRACTOR shall and install 20kA cut out fuses at each transformer.
- D1.1.8 CONSTRUCTION CONTRACTOR shall supply and install a LV neutral surge arrestor per each transformer.
- D1.1.9 CONSTRUCTION CONTRACTOR shall supply and install fifteen (15) main enclosure panel directly under transformers. CONSTRUCTION CONTRACTOR shall test and commission the main enclosure panel and ensure quality. A quality control document shall be in place. This quality control document shall form part of the Safety File.

- D1.1.10 CONSTRUCTION CONTRACTOR shall supply and install LV and MV earthing system at the transformer. CONSTRUCTION CONTRACTOR shall test and commission the earthing system. If the earthing system does not achieve a resistance less than 20 ohms, CONSTRUCTION CONTRACTOR shall notify his Engineer and Emalahleni Municipality representative for further action.
- D1.1.11 CONSTRUCTION CONTRACTOR shall supply and install anti-climb devices at all equipment locations (transformer H-pole and MV cable termination).
- D1.1.12 CONSTRUCTION CONTRACTOR shall supply and install pole danger warning signs at equipment locations (transformer H-pole and MV cable termination).
- D1.1.13 CONSTRUCTION CONTRACTOR shall supply and install pole numbers, transformer numbers and main enclosure number. The schedule of pole numbering will be submitted to the CONSTRUCTION CONTRACTOR before pre- commissioning. All labelling shall be permanent and legible.
- D1.1.14 CONSTRUCTION CONTRACTOR shall supply and install two (2) x 70mm² XLPE covered ABC single cores from the transformer LV bushing connector to the main enclosure panel main circuit breaker. This is not applicable to the existing transformer assembly. CONSTRUCTION CONTRACTOR shall test and commission these jumper cables.
- D1.1.15 CONSTRUCTION CONTRACTOR shall excavate, supply and plant dressed 11m wooden poles, stays and all associated accessories for Low Voltage Aerial Bundled Conductor (ABC) over-head line construction.
- D1.1.16 CONSTRUCTION CONTRACTOR shall supply and install feeder cable from transformers. CONSTRUCTION CONTRACTOR shall terminate the ABC feeders to existing feeder breakers on transformers. CONSTRUCTION CONTRACTOR shall terminate the ABC feeders to new feeder breakers in the new main enclosure panels on transformers. CONSTRUCTION CONTRACTOR shall test and commission the ABC.
- D1.1.17 CONSTRUCTION CONTRACTOR shall supply and install LV distribution TEMPER POOF enclosure that is electromechanically accessible only with an electronic key/tag as per technical specification. CONSTRUCTION CONTRACTOR shall test and commission the distribution enclosure.
- D1.1.18 CONSTRUCTION CONTRACTOR shall supply and install LV distribution service cables for each of the 1000 stands.
- D1.1.19 CONSTRUCTION CONTRACTOR shall balance the phases by alternating the phase per every node. CONSTRUCTION CONTRACTOR shall test and commission the distribution enclosure.
- D1.1.20 CONSTRUCTION CONTRACTOR shall supply and install one (1) fibre glass or equivalent fire proof ready board per household with COC as per technical specification. The plastic type ready board shall not be installed for this project. CONSTRUCTION CONTRACTOR shall test and commission the ready boards.
- D1.1.21 CONSTRUCTION CONTRACTOR shall activate the prepaid metering system after successful energization of the complete MV and LV system. **Conlog wBEC 44 (X) PLC** split type meters shall be used for this project.

- D1.1.22 Arrange a shutdown with the Emalahleni Local Municipality to connect onto the existing 11KV MV reticulation at EMPUMELELWENI TOWNSHIP as per D1.1.4.
- D1.1.23 In case of infills install the service connection, meter and readyboard. The pole box will only be installed, if need be, as most of the infills have existing pole boxes.

D.2.0 SPECIFICATIONS

The tenderer must ensure they are well conversant with the contents of the technical specification before finalizing their bids.

This technical specification shall be read in conjunction with scope of work above. If there is any perceived conflict between the scope of work and specification, the CONSTRUCTION CONTRACTOR's appointed Engineer, in conjunction with the Emalahleni Municipality Electrical team shall resolve the conflict.

D2.1 MV SYSTEM INSTALATION SPECIFICATION

- D2.1.1 The conductor configuration shall be staggered vertical with 545mm spacing between the phases.
- D2.1.2 All MV and LV poles shall be wooden and shall be 11m long and shall have minimum 180mm diameter top. The planting depth for the poles shall be 1.8m. Whenever the contractor encounters soil conditions which lower bearing capacity, cement shall be used in a mix of 1:0 cement to soil ratio to stabilize the poles. All the backfill shall be rammed and compacted at 30mm layer. All stayed poles supporting transformers shall have a base plate installed.
- D2.1.3 Pole mounted transformer shall be mounted on (H-pole). The platform shall be installed at minimum height of 6 000mm above the ground top allow sufficient space for installation of main enclosure panel 200mm below transformer platform brackets. The danger warning signs, anti-climb device, pole numbers and any labeling shall be below the main enclosure pane.
- D2.1.4 MV surge arrestors, neutral surge arrestor, transformer neutral, transformer tank shall be bounded and earthed. The down conductor shall be saddled to one the poles on the H-pole and separate from LV system down conductor. LV equipment (main enclosure and ABC neutral) shall be bonded separately and provided with a separate down conductor and earth electrode. The MV and LV electrode shall be kept at least 5m apart. The footing resistance shall be less than 20 ohms.
- D2.1.5 Fuse cut-out shall be installed on the primary side of all transformers. The fuses at the primary side 11/0.42kV, 315 KVA transformer shall be 20kA.
- D2.1.6 MV equipment anti-climb barbed wire shall be installed
- D2.1.7 Mid span joints on the ACSR overhead conductor are not encouraged. In case of a mid-span joint is necessary because the full length of the ACSR conductor has run out, the mid span joint shall be in an approved procedure.
- D2.1.8 Install 3 Core x 120 mm² ABC according to SABS 1339 6.35/11kV with carbon loaded properties for UV protection (Catenary wire - PVC insulated) CABLE and all its accessories in all areas where the line need to cross Eskom line.

D2.2 LV SYSTEM INSTALLATION SPECIFICATION

- D2.2.1 Three phase bare neutral ABC suspension assembly shall be used.
- D2.2.2 Three phase intermediate/suspension assembly with service connection with a distribution enclosure: 2,4 or 6-way temper proof electromechanically distribution

enclosure shall be used. The distribution enclosure shall be in accordance with Emalahleni Municipality distribution enclosure specification.

- D2.2.3 The minimum clearance of the airdac shall be 2.0m. This is because most of the dwellings have a lower ceiling level and it is cost prohibitive to provide 2.5m clearance throughout the installation.
- D2.2.4 A PVC grommet is required when entering a dwelling with metallic wall which could cut the service cable.
- D2.2.5 The main enclosure panel shall be installed on the same H-Pole as the transformer, 200mm below the transformer platform bracket and in between the poles. The panel shall be flush mounted on two brackets.

D2.3 MATERIAL SPECIFICATION

- D2.3.1 MV overhead conductor shall be Mink, Aluminum Conductor Steel Reinforced (ACSR) and where it crosses Eskom line shall be 3 Core x 120 mm² ABC according to SABS 1339 6.35/11kV with carbon loaded properties for UV protection (Catenary wire - PVC insulated) cable.
- D2.3.2 11KV system MV surge arrestors shall be 10kA gapless metal oxide with 12KV MCOV.
- D2.3.3 Pole mounted transformer shall be Dyn11, 11000/420V, hermetically sealed, ONAN cooling, 20mm/KV minimum creep-age. Transformers shall have off-circuit tap changing (-5%,-2.5%, 0%, +2.5%, +5%), stainless steel earth terminal and MCOV surge arrestors and be in accordance with SANS 780.
- D2.3.4 All poles LV and MV shall be 11m length with minimum 180mm top diameter.
- D2.3.5 All strut poles shall be 12m.
- D2.3.6 LV stay wire shall be 7/4.00
- D2.3.7 MV stay wire shall be 7/4.00.
- D2.3.8 Aerial bundled conductor (ABC) shall be 3 x 70mm² +50mm² bare neutral.
- D2.3.9 Aerial bundled conductor (ABC) push-on end caps shall be used.
- D2.3.10 Insulation piercing connectors shall be used on ABC conductors.
- D2.3.11 Aluminum to aluminum parallel groove (PG) clamp shall be used on 11KV ACSR conductor.
- D2.3.12 Main enclosure shall be in accordance with the Emalahleni Municipality specification. The general arrangement (GA) drawing shall be approved by the Municipality before manufacture.
- D2.3.13 Distribution enclosure shall either be 2,4 or 6 way in accordance with Emalahleni Municipality specification. The GA drawings shall be approved and made part of the specification documents.
- D2.3.14 Ready board shall be made of fibre glass or equivalent fire resistant and shall be provided with a COC and the earth leakage unit isolator shall be 40 Amps.
- D2.3.15 Earth rod shall be 16mm diameter, 1 411mm long copper clad steel.
- D2.3.16 Service conductor shall be 10mm² separate earth and neutral concentric cable with communication pair. The air-dac vendor specification including samples shall be supplied by the construction contractor for acceptance before construction.

D2.4 SPECIAL SPECIFICATIONS

PROTECTIVE ENCLOSURES SPECIFICATION

LOW VOLTAGE METERING ENCLOSURES SPECIFICATION

- D2.4.1 The enclosures shall be manufactured from Mild Steel with a minimum thickness of 3mm according to SANS 1431, grade 350WA.

- D2.4.2 The Mild Steel shall be treated for corrosion as follows:
a. Edge primer of zinc phosphate of between 20 and 25 micron thick.
b. Powder Coating of between 70 and 90 micron thick
- D2.4.3 Enclosures should be manufactured in such fashion that the pole mount brackets ("round shape") should fit around the pole.
- D2.4.4 Doors shall be fitted with an internal tamper proof independent locking arrangement system. There shall be no external hinges or holes, hinges shall be robust and vandal proof.
- D2.4.5 The tamper proof locking arrangement must be designed in order to allow opening and closing from a control room as well as on site by an operator.
- D2.4.6 The enclosure shall be robust enough to prevent tampering
- D2.4.7 The enclosure shall be weather proof and safe to operate in any weather condition.
- D2.4.8 The roof of the enclosure shall be sloping
- D2.4.9 The enclosures shall be manufactured to host either 4 pre-payment meters (4 way) with their circuit breakers or 6 pre-payment meters (6 way) with their circuit breakers.
- D2.4.10 Doors shall be fitted with an electrical danger notice made from chromadek with a minimum measurement of 150mm (W) x 150mm (L). Labelling shall be done with UV and Weather resistance material.
- D2.4.11 Danger notices shall be secured to the doors by means that is cannot be removed without the assistance of tools, no stickers.
- D2.4.12 Danger notices shall be weatherproof and UV resistant and shall be prescribed by SANS 0142 and the "Occupational, Health and Safety Act".
- D2.4.13 The enclosure shall have a pleasing appearance. The colour of the enclosure shall be to SANS 1091, colour is Avocado green.
- D2.4.14 Enclosures shall be fitted with the Full management electronics with electronic key as specified:
- D2.4.15 Programmable Smart Electronic keys is required to have mechanical security as well as access control software security. Master keys must have audit trails.
- D2.4.16 Electronic key must have Bluetooth capabilities
- D2.4.17 Smart Bluetooth key must have its own mechanical security features
- D2.4.18 Smart Bluetooth key must have its own software security features
- D2.4.19 The Smart electronic key shall be programmable for single or multiple opening of one or more enclosures.
- D2.4.20 In case where a key is lost, it shall be possible to disable that key so that it cannot be used.
- D2.4.21 Keys shall be reprogrammable such a way that multiple keys can be used to open a single enclosure and a single key is capable of opening multiple enclosures.
- D2.4.22 Keys must have its own unique marking number and uniquely assigned to individual users.
- D2.4.23 Smart keys must have unique pin to update key information.
- D2.4.24 All key usage shall trigger an audit log of the key and shall be recorded with the date and time stamp. In addition, all programming, key assignment, movement and related events to the key shall be recorded in the audit log.
- D2.4.25 Keys shall be able to open all assigned enclosures in case of a total loss of network power.
- D2.4.26 The system shall be programmable to assign to one or more users, user group, geographical and operational areas.
- D2.4.27 Users of the reporting systems shall be granted access based on area of business
- D2.4.28 Operations according to the geographical boundaries defined by municipality.
- D2.4.29 The System shall be able to report based on the Municipality operational areas.

D2 .5 ADDITIONAL ITEM AND SPECIFICATIONS

D2.5.1. SURGE WAVE GENERATOR TESTER

D2.5.1.1. 16kV Portable surge wave generator (with ICE Filter)

The 16kV surge wave pulse generators is specially designed to locate faults in power cables. The output voltage can be continuously adjusted in the ranges 0-4kV, 0-8kV and 0-16kV. An energy peak of 500J at each range provides the power needed to accurately pinpoint an acoustic cable fault in conjunction with the listening set.

It incorporates earthing that in case of disconnection the internal capacitors and the installation tested are automatically discharged. The earthing, power and AT terminals are located on the back of the unit and are easily accessible to the operator. Optionally, a filter can be incorporated for the ARC (Arc Reflection Method) method, as well as the high voltage source function for dielectric continuous current testing.

Features

- Compact, portable, and sturdy unit.
- Voltage adjustable continuously.
- Automatic grounding.
- Optimized de-energization energy by means of a capacitor switch.
- High energy peak for accurate and effective location
- ICE Filter

Specifications

- | | |
|------------------------------|---|
| • DC output power | 0 – 4kVcc 0 – 8kVcc 0 – 16kVcc |
| • Peak power per scope | @ 4kVcc – 500J @ 8kVcc – 500J @ 16kVcc – 500J |
| • Weight | 130kg |
| • Grounding | Automatic |
| • Coupler | ICE (Impulse Current Method) |
| • Dimensions mm. (h x w x d) | 650 x 750 x 480 |
-
- | | |
|-------------------------|--------------------------------------|
| • Power supply | 220 Vca/50Hz (110 Vca/60hz optional) |
| • Operating temperature | -10 °C ... +50 °C |

Included

- 220 VAC power cable.
- 5m HV shielded cable.
- 10m protective ground cable.
- 3m external DC power supply cable.
- Operation manual.

Included

- ARC Filter (Arc Reflection Method)

D2.5.1.2 Pin Pointer

The receiver is a directional acoustic device for the pin-pointing of flash-over fault and on the same unit a receiver of electromagnetic frequencies for tracking traces. Its simplicity of operation allows users to accurately pin-point faults when used in conjunction with the surge generator. In the audio frequency receiver mode it allows the user to trace underground cables and pin-pointing low impedance faults, when used in conjunction with an audio frequency generator.

The acoustic pin-pointing is performed by measuring the sound produced by the discharge at the location of the fault. The receiver has a switchable filter, built-in to optimize the acoustic reception bandwidth of this filter is designed to minimize ambient noise (wind, vehicles, etc.) as well as the magnetic and acoustic sensors housed in the hood captor, responsible for sending received signals to the receiver.

The receiver has the function of being able to identify the location of the buried cable thanks to the magnetic field produced by the pulse generated for surge generator, this impulse is viewed in the display of the receiver through an indication of both sensors, acoustic and magnetic, which allows the operator to be able to position himself on the route of the cable tested, providing a greater accuracy in the pin-pointing of the same.

The determination of traces is based on the recognition and evaluation of the electromagnetic field of audio frequency that propagates along metallic conductor. The field is supported by a tone generator which injects the signal into the conductor and is inductively picked up by the coil mounted at the end of the telescopic stick. The induced signal is selectively amplified and its relative amplitude is indicated on the display of the receiver and in turn led to the earphones for acoustic recognition.

Application

It is a receiver of acoustic surge waves and audio frequencies. It is used to pin-point cable faults in power cables and installations and to trace the route of underground cables.

Features

- Lightweight receiver with carrying straps.
- Excellent acoustic and magnetic reception.
- Switchable filters against environmental noise.
- Bar graph indication of magnetic field strength (enables accurate tracing of cable route).
- Digital display of distance with respect to fault.
- LCD display provides perfect visibility in low-light conditions.
- Battery status indicator.
- Auto power off after 25 min. of inactivity
- Heavy duty construction for continuous operation.

Specifications

Receiver

- Filter Analogic
- Measuring indicators LCD graphic display
- Gain = 85 dB (A - acoustic)
= 90 dB (I- inductive)
- Headset output Plug. 6,3 mm
- Dimensions mm. (h x w x d) 100 x 205 x 95
- Weight 0.850 kg
- Power supply Gel battery 12V 0.8A/h (internal)
- Operating period > 10 hours intermittent operation
- Operating temperature -10°C / +50°C

Microphone

- Filter 100Hz - 2KHz
100Hz - 600Hz
350Hz - 1.5kHz
200Hz - 750Hz
- Weight 2kg

Included

- Receiver,
- Acoustic sensor

- Microphone /Headphones
- Kit transport case,
- Battery charger
- Operation manual

D2.5.2. LAPTOP

Minimum requirements:

8GB RAM 512GB SSD FHD Laptop (Slate Grey)

- Windows 10 professional edition 64 bits
- 15.6-Inch FHD Display
- 8GB RAM and 512GB SSD Storage
- Intel Core i5 minimum 2.4 GHz Processor
- Intel UHD Graphics
- Up to 37WHrs, 2S1P, 2-cell Li-ion
- Bag and laptop lock

General Specifications	
Security Lock Port	No
SD Card Reader	Yes
Optical Drive	No
Computer Type	Notebook
Numeric Keypad	Yes
Backlit Keyboard	No
Connectivity	
Auxiliary Audio Output	Yes
USB 3.x Ports	1
USB 2.0 Ports	2
Built-in Wi-Fi	Yes
Bluetooth	Yes
VGA Outputs	0
DisplayPort	No
Ethernet Port	No
USB Type-C Ports	1
HDMI Output	Yes
Battery	
Battery Capacity	0

Graphics

Dedicated Graphics	No
--------------------	----

Display

Refresh Rate	0
--------------	---

Screen Size	15.6-inch
-------------	-----------

Touch Screen	No
--------------	----

Variable Refresh Technology	No
-----------------------------	----

Storage

HDD Capacity	N/A
--------------	-----

SSD Capacity	512GB
--------------	-------

Storage Technology	NVMe
--------------------	------

Storage Type	SSD - Solid State Drive
--------------	-------------------------

eMMC Capacity	0
---------------	---

Boxed Dimensions

Width	7 cm
-------	------

Gross Weight	2.51 kg
--------------	---------

Height	29 cm
--------	-------

Length / Depth	47 cm
----------------	-------

Net Weight	2.51 kg
------------	---------

Processor

Processor Model Number	minimum 2.4 GHz Processor
------------------------	---------------------------

Max Processing Speed	Up to 3.6 GHz
----------------------	---------------

Processor Brand	Intel
-----------------	-------

Processor Cores	4 Cores
-----------------	---------

Processor	Intel Core i5
-----------	---------------

Processor Generation	10th Generation
----------------------	-----------------

System Requirements

Operating System	Windows 10 professional
------------------	-------------------------

Memory

RAM Type	DDR4
----------	------

RAM Speed	2133 MHz
-----------	----------

RAM Capacity	8GB
--------------	-----

Product Dimensions

Product Length / Depth	23.49 cm
Product Width	36.02 cm
Product Height	1.99 cm

D2 .6 CONSTRUCTION UNDER LABOUR-INTENSIVE METHODS

The following operations may be constructed using labour intensive methods:

- D2.6.1 Excavation of trenches for the reticulation of all voltages.
- D2.6.2 Excavation for and planting/installation of poles for overhead lines
- D2.6.3 Installation of all electricity cables (joints and terminations by qualified persons)
- D2.6.4 Subcontractor: Installation and drilling for the electrical LV ready boards.
- D2.6.5 Local supplier to be used to supply and/or manufacture readyboards
- D2.6.6. Payments of EPWP workers to be in line with Ministerial determination.

ANNEXES:

Annexure A: BILL OF QUANTITIES

Annexure B: EMPUMELELWENI TOWNSHIP 1000 UNITS SITE MAP

Annexure C: EMPUMELELWENI TOWNSHIP 1000 UNITS ELECTRIFICATION NETWORK.

Annexure D: SPECIFICATIONS - Low Voltage Protective Enclosure.

Annexure E: PRACTICE NOTE: Workplace Readiness

Annexure F: EPWP, DMRE Schedule of EPWP, SMME, SWO and BEE

Annexure G: Government Procurement – General Condition of Contract.

ANNEXURE A: BILL OF QUANTITIES

ELECTRIFICATION OF 1000 UNITS AT EMPUMELELWENI TOWNSHIP

Item No.	Short Description	Amount (Rands)
	Summary	
A	Preliminaries and General	
B	Pegging out the works	
C	Digging Holes 1.8m deep	
D	Plant Poles	
E	HV Structures	
F	MV Stays	
G	LV Structures	
H	LV Stays	
I	Service Boxes	
J	Stringing	
K	Transformer Installation	
L	LV Protection Morsdorf type fuses	
M	Installation Earthing	
N	Pole Numbering	
O	Other	
P	House Connections	
Q	Conductor	
	EXECUTIVE TOTAL EXCLUDING VAT:	
	5% Contingency Amount	
	SUB-TOTAL 02	
	VAT @ 15%	
	TOTAL (including VAT)	

ELECTRIFICATION OF 1000 UNITS AT EMPUMELELWENI TOWNSHIP

Item	Description	Unit	Qty (A)	Supply Delivery Rate (B)	& Installation / Labour Rate (C)	Total (A*(B+C))
A	<u>Preliminary, General and Provisions</u>					
A.1	<u>Site Establishment when required</u>					
A.1.1	Locally Identify, secure and clear site (20x30m) including rental.	Sum	1			
A.1.2	Establishment of Site Camp (20x30m) (i.e fence & gate).	Sum	1			
A.1.3	Establishment of 1 x (6x2.4x2.7m) Material Storage.	Month	6			
A.1.4	Establishment of 1 x (6x2.4x2.7m) air-conditioned Site Office with fire extinguisher and first aid services, security lighting, barricading, warning signs.	Month	6			
A.1.5	Site office furniture (boardroom table with chairs, 1 x general purpose cabinet, drawing table, notice & soft boards.	Sum	1			
A.1.6	Establishment of 1 x Ablution unit that contain male/female toilets, 2xurinals, 2xbasins and 2xchange rooms.	Month	6			
A.1.7	Establishment of security guard house at the entrance of the site camp.	Month	6			
A.1.8	Water and Electricity connections for Site Office and Ablution.	Month	6			
A.1.9	Removal of Site Establishment on completion of project.	Sum	1			
A.1.10	INSURANCE AND GUARANTEE: Allow for the provision of insurances as stipulated in the Conditions of Contract, for the duration of the contract	Sum	1			
A.1.11	TRANSPORTATION: Allow for transportation of materials and equipment to site.	Sum	1			
A.1.12	MEETINGS: Allow for attendance to all site meeting, inspections including hosting and providing refreshments twice a month	Month	6			
	Sub-Total for A1					

Item	Description	Unit	Qty (A)	Supply Delivery Rate (B)	& Installation / Labour Rate (C)	Total (A*(B+C))
A.2	<u>Preliminaries when required</u>					
A.2.1	Induction and Medical – General workers per task.	each	1			
A.2.2	Induction and Medical – Sub-Contractor per task.	each	1			
A.2.3	Management of Local Sub-Contractors per task.	Month	6			
A.2.4	Preparation and submission of a construction program to the Engineer as required in the documents per task.	each	1			
A.2.5	Allow for marking-up a full set of drawings to show the exact positions of cables, cable joints, road crossings etc. These "As build" drawings must be handed to the engineer at commissioning of the equipment. Provide hard + soft copies	Sum	1			
A.2.6	Allow for marking-up a full set of all maintenance manuals, including all technical literature, test certificates and wiring diagrams. Provide hard + soft copies	Sum	1			
A.2.7	Supply and Install name board (2450mm x 2450mm), with the projects, contractor, client and consultants, EPWP, Department of Energy and Minerals details on - prior approval from client required per task. Mount on 2 x 7m wooden pole. Include all accessories for execution of the job.	Each	1			
	Sub-Total for A2					

Item	Description	Unit	Qty (A)	Supply Delivery Rate (B)	& Installation / Labour Rate (C)	Total (A*(B+C))
A.3	<u>Compliance and Security Obligations</u>					
A.3.1	Allow for Compliance with Safety Requirements as set out in the OHS Act and its regulations. This will include but not limited to: Safety plan, safety file, COIDA compliance, appointing of safety representatives and all legal appointments, etc	Once off	1			
A.3.2	Allow for Compliance with Safety Requirements as set out in the OHS Act. This will include holding of safety meetings, Safety talks, toolbox talks, the co-ordination of all safety requirements for all sub-contractors per task.	Month	6			
A.3.3	Allow for compilation of all necessary documents to ensure issuing of Construction Permit by Department of Labour and Employment. This task will only deem completed once Permit has been issued.	Once off	1			
A.3.4	Allow for Compliance with Covid-19 Occupational Health and Safety Measures in workplaces per task. This includes supply of relevant equipment and PPE, administrative controls and risk assessment. Measures must be applied to every personnel involved in the project on site including General Local labourers and Sub Contractors. (i.e Screening, sanitisers, disinfectants, masks, risk assessment, reporting, training) per task.	Month	6			
A.3.5	ENVIRONMENTAL: Comply with environmental requirements					
	Sub-Total for A3					

Item	Description	Unit	Qty (A)	Supply & Delivery Rate (B)	Installation / Labour Rate (C)	Total (A*(B+C))
A.4	Provisional / PC Sums					
	For Work to be executed through Local Employment, nominated sub-contractors and Special Services					
A.4.1	Remuneration for Community Liaison Officer	Month	6		R6000, 00	R36 000,00
A.4.2	Remuneration for sum of 3 x Security Officers	Month	6			
A.4.3	Remuneration for OHS Representative	Month	6			
A.4.4	Remuneration for OHS Agent, to visit the site once a month.	Month	6			
A.4.5	Remuneration for OHS Officer, Full time on site.	Month	6			
A.4.6	Allow to test and commission the complete installation in the presence of the engineer and the client's representative and hand over for commercial use	Sum	1			
	Sub-Total for A4					

Item	Description	Unit	Qty (A)	Supply Delivery Rate (B)	& Installation / Labour Rate (C)	Total (A*(B+C))
A.5	<u>Skills developments</u>					
A.5.1	Make provision for the salary and providing skills to four students for the duration of the project.	month	6			
A.5.2	Make provision for training of one community members to be Health and Safety Representative.	Sum	1			
A.5.3	Make provision for training of Subcontractor: SAQA QUALIFICATION ID: 20813 NATIONAL CERTIFICATE: CONSTRUCTION CONTRACTING NQF Level 2 (training and mentoring until completion)	month	6			
A.5.4	Make provision for four community members to be trained as Supervisors and be deployed as team leaders: SAQA QUALIFICATION ID: 49053 NATIONAL CERTIFICATE: SUPERVISION OF CONSTRUCTION PROCESSES NQF Level 4 training and mentoring until completion)	month	6			
	Sub-Total for A5					
	Sub-total A (A1+A2+A3+A4+A5) To be forwarded to summary of schedules					

B	Pegging out the works	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	MV & LV Pegging	No.	420					
2	As-Built drawing by Surveyor who pegged the lines	sum	1					
3	Path clearing	sum	1					
B – SUB TOTAL: To be forwarded to summary of schedules							R	

C	Digging Holes	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	11m Pole back-actor or hand 1.8m deep	ea.	412					
2	Rock Drill	ea.	21					
3	Compressors	ea.	21					
4	MV Strut poles	ea.	31					
5	LV Strut poles	ea.	21					
6	7m Pole	ea.	285					
C – SUB TOTAL: To be forwarded to summary of schedules							R	

D	Plant Poles	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	7m Wood 160-180mm tops complete with accessories	ea.	285					
2	11m Wood 180-200mm tops complete with accessories	ea.	412					
3	Transformer structures (H-pole)	ea.	15					
D – SUB TOTAL: To be forwarded to summary of schedules							R	

E	MV Structures - three phase	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	Int ass vertical (1-10deg)	ea.	25					
2	Int ass stag Vertical (0 deg)	ea.	247					
3	T-off ass int vert	ea.	19					
4	Strain ass vert (10-30deg)	ea.	30					
5	Strain ass vertical (30-90 deg)	ea.	42					
6	Terminal ass vert	ea.	19					
7	In-line strain vert	ea.	33					
8	Anti-Climb	ea.	32					
E – SUB TOTAL: To be forwarded to summary of schedules							R	

F	MV Stays (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	1 Off conv anchor	ea.	97					
2	1 Off flying stay	ea.	6					
3	1 Off strut pole	ea.	37					
F – SUB TOTAL: To be forwarded to summary of schedules							R	

G	LV Structures (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	Supply and install 0°-30° intermediate ABC structure	ea.	313					
2	Supply and install 30°-60° strain ABC structure	ea.	13					
3	Supply and install 60°-90° strain ABC structure	ea.	55					
4	Supply and install T-OFF from strain into ABC structure	ea.	6					
5	Supply and install T-OFF from Interm into ABC structure	ea.	45					
6	Supply and install 0° terminal ABC structure	ea.	3					
7	Cross int-strain ass	ea.	15					
G – SUB TOTAL: To be forwarded to summary of schedules							R	

H	LV Stays (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	1 Off conv anchor	ea.	135					
2	1 Off flying stay	ea.	6					
3	1 Off strut pole	ea.	25					
H – SUB TOTAL: To be forwarded to summary of schedules							R	

I	Service Boxes (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	4 Way remotely controlled metering enclosure	ea.	172					
2	2 Way remotely controlled metering enclosure	ea.	132					
3	6 Way remotely controlled metering enclosure		14					
4	Conlog W 'BEC 44 (X) PLC	ea.	1000					
I – SUB TOTAL: To be forwarded to summary of schedules							R	

J	Stringing (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	Mink conductor	m	44000					
2	70 mm sq ABC 3-ph	m	25000					
3	MV Mink full tension joint	ea.	44					
4	3 Core x 120 mm ² ABC according to SABS 1339 6.35/11kV with carbon loaded properties for UV protection (Catenary wire - PVC insulated) CABLE	m	300					
5	LV joint 70mm full tension	ea.	50					
6	11kV ABC Outdoor termination - complete	ea.	6					
J – SUB TOTAL: To be forwarded to summary of schedules							R	

K	Transformer Installation (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
	Transformers: 11kV - Under Line							
1	315kVA - connect to existing	ea.	0					
2	315kVA – New	ea.	15					
3	Low Voltage Protective Enclosure below transformer fully wired and labelled with 500A Circuit breakers (Main). Transformer distribution enclosure (remotely controlled)	ea.	15					
K – SUB TOTAL: To be forwarded to summary of schedules							R	

L	LV Protection Circuit Breakers (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	200A Circuit Breaker	ea.	75					
2	250A Circuit Breaker	ea.	0					
3	300A Circuit Breaker	ea.	0					
L – SUB TOTAL: To be forwarded to summary of schedules							R	

M	Installation Earthing (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	MV Earthing (Type 1 crowfoot)	ea.	15					
2	LV Earthing (Type 1 crowfoot)	ea.	15					
3	Bonding	ea.	15					
M – SUB TOTAL: To be forwarded to summary of schedules							R	

N	Numbering (Complete)	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	MV pole numbering	ea.	152					
2	LV pole numbering	ea.	233					
3	Meter Numbering	ea.	1000					
N – SUB TOTAL: To be forwarded to summary of schedules							R	

O	Other	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	Drop-out fuses three phase c/w structure	ea.	18					
2	Link assembly (On-load) per phase	ea.	48					
3	Link assembly (Off-load) per phase	ea.	9					
4	CT/VT unit links	ea.	0					
5	Labelling of equipment	ea.	18					
6	Surge wave generator tester	ea.	1					
7	Enclosure Keys	ea.	2					
8	Laptop	ea.	1					
O – SUB TOTAL: To be forwarded to summary of schedules							R	

P	House Connections	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	Overhead connections	ea.	1000					
2	Connect to Pre-paid meters inside enclosures	ea.	1000					
3	Supply Ready Board, three pin plug and a light.	ea.	1000					
4	Capture and upload of customer data including GPS co-ordinates and Supply of Data books	ea.	1000					
5	COC certificates	ea.	1000					
P – SUB TOTAL: To be forwarded to summary of schedules							R	

Q	Conductor	Unit	Qty	MRate	Mtotal	LRate	Ltotal	Total
1	10mm sq Airdac SNE plus pilot wires	m	45000					
Q – SUB TOTAL: To be forwarded to summary of schedules							R	

ANNEXURE B: EMPUMELELWENI TOWNSHIP 500 UNITS SITE MAP - -25.841383,29.1033059,1568

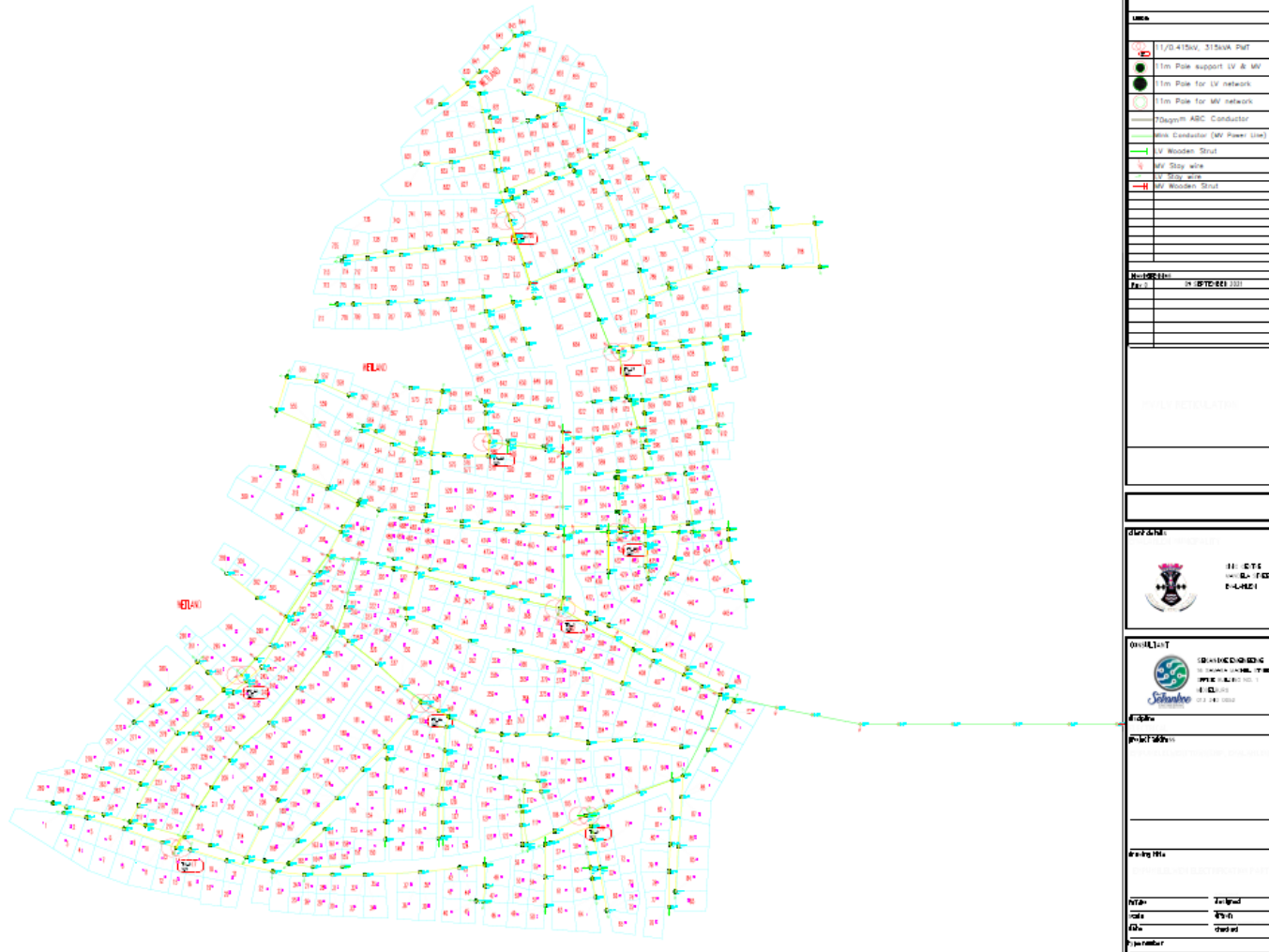


EMPUMELELWENI TOWNSHIP 500 UNITS SITE MAP -25.8652911,29.0915638,987

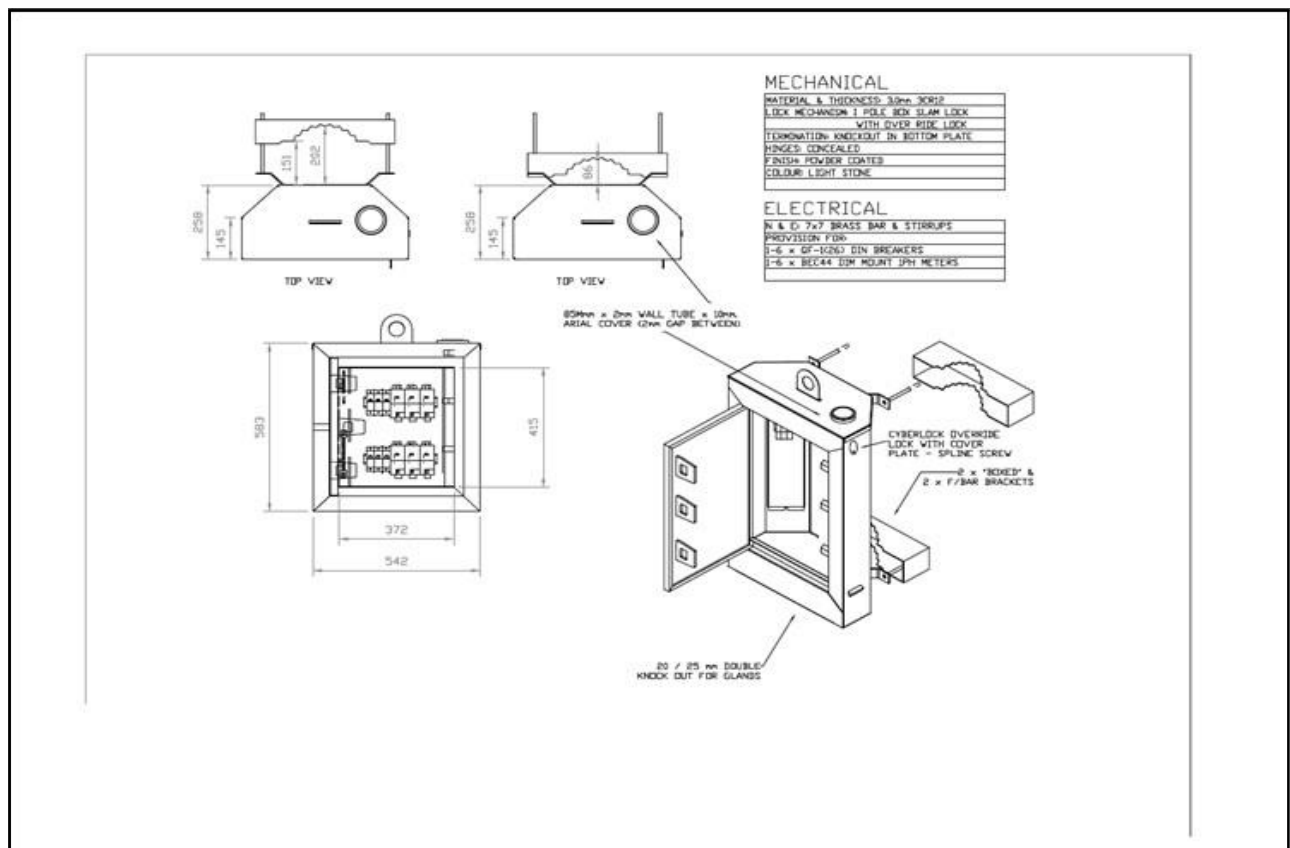
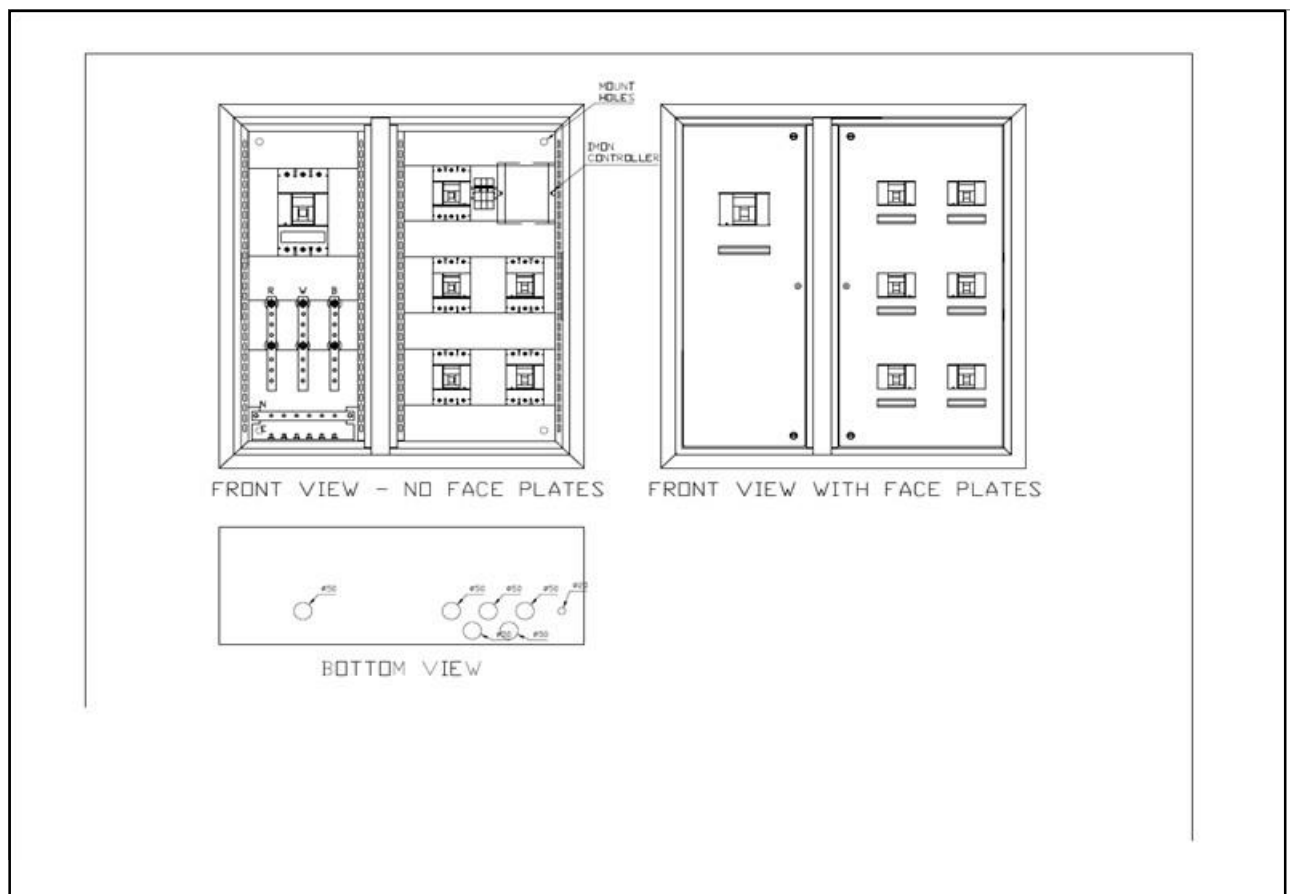


NB: The site is not limited to this portion.

ELECTRICAL NETWORK LAYOUT Parameters “-25.8652911,29.0915638,987”



ANNEXURE D: SPECIFICATIONS - Low Voltage Protective Enclosure



1. BACKGROUND

- 1.1.** The Disaster Management Regulations allow for the operation of essential services. On 23 April 2020, the President further announced the gradual and phased approach to other business operations which will differ having regard to the applicable level of lockdown as declared by Government from time to time (Levels 1 to 5).
- 1.2.** Every employer will, during each of the levels of lockdown and for the foreseeable future thereafter, have to adhere to detailed occupational health and safety protocols. This means that all employers must re-examine their activities, work environment and policies in the light of the COVID-19 pandemic and may need to change, adapt or enhance these in order to operate.

2. SCOPE AND APPLICATION

- 2.1.** This document applies minimum practice guidelines for all employers operating in South Africa including all types of businesses (self-employed persons / sole proprietors, independent contractors, companies, close corporations) other organisations (non-profit organisations, trade unions, employer organisations, trusts, associations), and government (national, provincial or district level departments, entities and SOCs), and the like.
- 2.2.** This practice note provides minimum requirements to be applied by employers to enable them to resume operations safely and in a manner that minimises the risk of COVID-19 transmission to workers and members of the public.
- 2.3.** Each employer is unique in its activities, environment and workforce demographics, accordingly while each employer should, where reasonably practicable, apply the minimum controls herein it should consider any additional controls appropriate for its organisation, workspaces and commuting arrangements.
- 2.4.** This practice note provides guidance to employers on the application of the Occupational Health and Safety Act ("OHSA") and the regulations published thereunder and Disaster Management Regulations and the Ministerial Directives published thereunder.
- 2.5.** Where there is a conflict between this document and any legislation, regulation or directive published on the same matter, then the regulatory document must be followed.

3. OBLIGATIONS OF EMPLOYERS

- 3.1.** As and when sectors are permitted to resume activities per the Disaster Management Regulations, employers in the sector will be required to provide and maintain, as reasonably practicable, a working environment that is safe and without risk to the health of workers.
- 3.2.** In the context of the COVID-19 pandemic, this means any employer which is permitted to commence operations must develop measures to ensure that the workplace meets the standards of health protocols, adequate space for workers and physical distancing measures for the public and service providers, as required. Employers should take steps to eliminate or mitigate the transmission of COVID-19 in respect of its workers and any other person directly affected by the employer's activities (e.g. customers, clients or contractors and their workers who enter their workplace or come into contact with their workers).
- 3.3.** Any employer which is permitted to commence operations during lockdown must phase in the return of their workers to work to manage the return of workers from other provinces, metropolitan and district areas.

4. EMPLOYER DECLARATION

- 4.1.** The head / CEO of the employer should complete a declaration confirming:
 - 4.1.1. the employer has determined that it is permitted to operate in term provisions of the National Disaster Act regulations;
 - 4.1.2. the location(s) of operations;
 - 4.1.3. compliance with applicable regulations and directives;
 - 4.1.4. that the employer has performed a risk assessment which takes into account all risk factors applicable to the workplace
 - 4.1.5. that the employer has designed and implemented a risk response framework which includes appropriate risk control measures having regard to the risk assessment and the measures referred to in this document.
- 4.2.** A sample return to work risk management plan can be found here.
- 4.3.** A sample declaration for a business permitted to operate at level 4 lockdown can be found here.

5. COVID-19 RISK AND RESPONSE FRAMEWORK

5.1. Appointment of compliance officer

5.1.1. Any employer which is permitted to commence operations during lockdown must designate a COVID-19 compliance officer who will oversee the:

- a) implementation of the plan for the phased in return of workers to the workplace as contemplated in paragraph 5.2.1; and
- b) adherence to the standards of hygiene and health protocols relating to COVID-19 at the workplace.

5.2. Initial COVID-19 Workplace Readiness Plan

5.2.1. Before reopening operations, an employer which is permitted to commence operations during lockdown must develop a plan for the phased in return of their workers to the workplace, prior to reopening the workplace for business. This plan must correspond with risk management plan and must be retained for inspection.

5.2.2. For small businesses, the COVID-19 Workplace Readiness Plan can be simpler but should capture the following minimum information:

- a) the size of the business,
- b) which employees are permitted to work;
- c) what the plans for the phased-in return of their workers to the workplace are;
- d) what health protocols are in place to protect employees from COVID-19; and
- e) the details of the COVID-19 compliance officer;

5.2.3. For medium and larger businesses, a more detailed written plan should be developed given the larger numbers of persons at the workplace and in addition to the information in paragraph 5.2.2 should include the following additional information:

- a) the date the business will open and the hours of opening;
- b) the timetable setting out the phased return-to-work of workers, to enable appropriate measures to be taken to avoid and reduce the spread of the virus in the workplace;
- c) the steps taken to get the workplace COVID-19 ready;
- d) a list of workers:
 - i. who can work from home;
 - ii. who are 60 years or older; and
 - iii. with comorbidities who will be required to stay at home or work from home.
- e) Arrangements for staff in the establishment including:
 - i. sanitary and physical distancing measures and facilities at the entrance and exit to the workplace;

- ii. screening facilities and systems;
 - iii. the attendance-record system and infrastructure;
 - iv. the work-area of employees;
 - v. any designated area where the public is served;
 - vi. canteen and bathroom facilities;
 - vii. testing facilities (for establishments with more than 500 employees); and
 - viii. staff rotational arrangements (for establishments where fewer than 100% of employees will be permitted to work).
- f) Arrangements for customers or members of the public, including sanitation and social distancing measures.

5.3. On-going compliance

5.3.1. In addition to performing a workplace readiness plan before commencing business during lockdown, all employers should regularly perform a risk assessment which should be enhanced to assess the risk of transmission of COVID-19 at the workplace. The risk assessment should, at a minimum:

- a) identify health or safety hazards associated with any work which is performed at that employer (including the risk of transmission of COVID-19);
- b) analyse and evaluate each hazard and the associated health, safety and environmental risks;
- c) design and implement a control framework so that precautionary measures are taken with respect to such risks;
- d) monitor and review the effectiveness of the control framework and control measures; and
- e) design and establish strong internal and external reporting and escalation mechanisms, as appropriate.

5.4. The frequency of the risk assessment should be done at intervals appropriate for the employer but it is recommended that it be reviewed at each stage of lockdown and as new risks emerge and/or as new knowledge on the science develops on the COVID-19 virus is published.

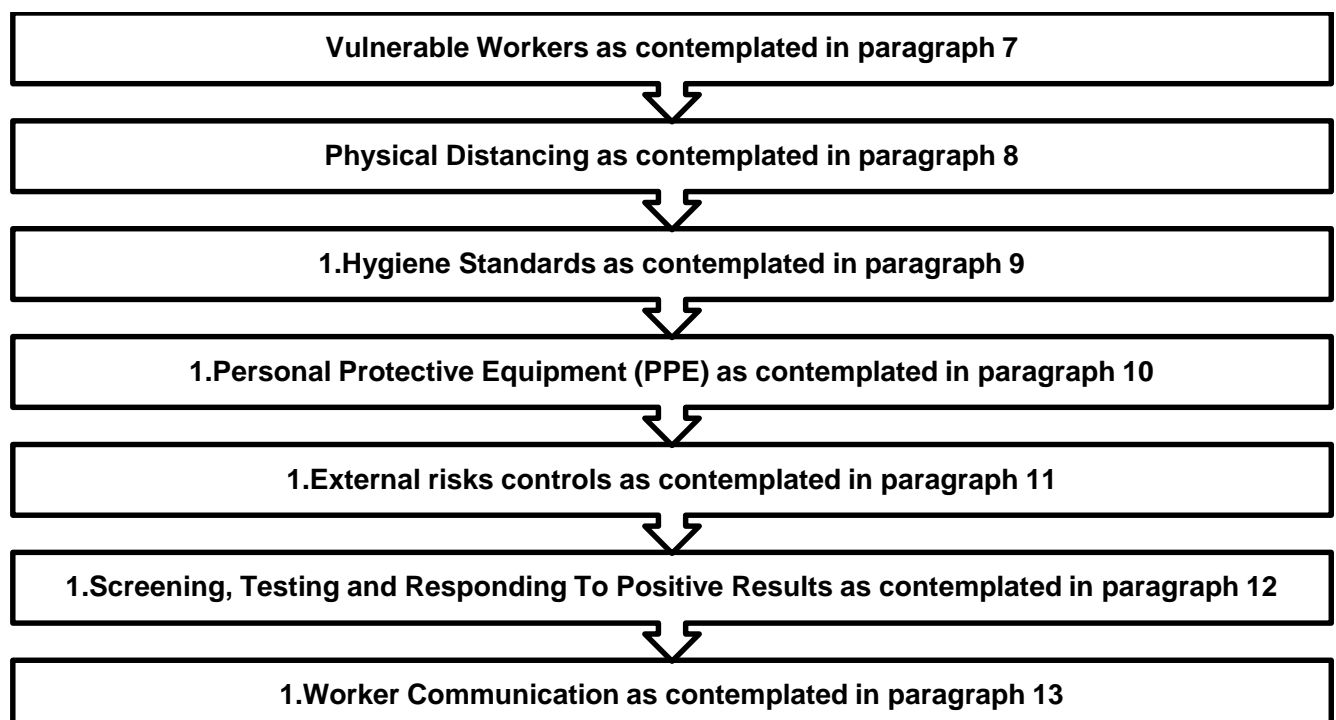
5.5. The table below can be considered when compiling a risk assessment or reviewing it to include COVID-19 risk controls. A sample Risk Assessment Report can be found [here](#).

Planning	Identify Hazards	Analyse Risks	Evaluate Risks	Control Risks	Monitor and Review
<ul style="list-style-type: none"> Establish team to do risk assessment. 	<ul style="list-style-type: none"> Categorise activities to determine exposure. (e.g. 	<ul style="list-style-type: none"> Examine identified hazards to 	<ul style="list-style-type: none"> Determine whether the activity is normal, 	<ul style="list-style-type: none"> Hierarchy of controls. 	<ul style="list-style-type: none"> Monitor and evaluate if the implemented

<ul style="list-style-type: none"> • List all the activities or tasks in the workplace. • Resources needed while conducting risk assessment. • Develop training awareness and communication to be done to ensure workers are informed. 	<p>direct contact, indirect contact).</p> <ul style="list-style-type: none"> • Identify hazards from all activities and classify (e.g. biological hazards, environmental hazards). • Identify exposure <ul style="list-style-type: none"> - From community, visitors or contractors - Occupationally acquired 	<p>determine risk and the impact.</p> <ul style="list-style-type: none"> • Classify risks <ul style="list-style-type: none"> - High risk - Medium risk - Low risk • Assess risk impact <ul style="list-style-type: none"> - Health (COVID 19) - Safety - Environmental • Consider risk of vulnerable workers. (age, medical conditions, etc.) 	<p>abnormal or an emergency activity.</p> <ul style="list-style-type: none"> • Establish the methodology to evaluate risk. • Different criteria can be used such as below. <ul style="list-style-type: none"> - Severity - Probability - Exposure 	<ul style="list-style-type: none"> • Eliminate: change in process to have zero risk. • Substitute: modify process to reduce the risk. • Engineering controls: limit the hazard at its source. • Administrative controls: work instructions or working procedures. • Personal protective equipment (PPE): reduces risk by protecting individual and to be considered as last resort. 	<p>control measures are effective. If not take corrective measures.</p> <ul style="list-style-type: none"> • Review the risk assessment.
---	--	--	---	--	---

6. MINIMUM RISK CONTROL MEASURES

Every employer should implement the reasonable minimum controls having regard to the nature of their activities as it pertains to:



7. VULNERABLE WORKERS

7.1. Identification of vulnerable workers

7.1.1. COVID-19 is a new disease and there is limited information regarding risk factors for severe disease. Based on information and clinical expertise available at the date of this Practice Note, older adults and people of any age who have certain underlying medical conditions may be at higher risk for severe illness from COVID-19. Based on information available at the time of this Practice Note, those at higher-risk for developing severe illness from COVID-19 include people:

- a) 65 years and older;
- b) who live in a nursing home or long-term care facility; and/or
- c) of any age with underlying medical conditions, particularly if not well controlled, including people with one of or a combination of the following:
 - i. chronic lung disease or moderate to severe asthma;
 - ii. diabetes;
 - iii. serious heart conditions;
 - iv. severe obesity (body mass index [BMI] of 40 or higher);
 - v. chronic kidney disease undergoing dialysis;
 - vi. liver disease; and
 - vii. those who are immunocompromised. In this regard many conditions can cause a person to be immunocompromised, including cancer treatment, smoking, bone marrow or organ transplantation, immune deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medications

7.1.2. Employers should implement a process to identify both workers who:

- a) are, themselves, at high-risk for severe illness from COVID-19; and
 - b) reside with or care for persons that are at high-risk for severe illness from COVID-19 (including family members, aged parents etc.).
- (hereinafter collectively referred to as “**Vulnerable Workers**”)

7.2. Additional measures to protect Vulnerable Workers

7.2.1. Employers should consider what additional risk control measures would be appropriate in respect of Vulnerable Workers and develop policies and procedures to give effect to those measures.

7.2.2. In this regard employers should supplement and enhance the risk control measures mentioned in paragraph 8 to 11 with additional measures to protect Vulnerable Workers. These measures would need to take into account the tailored

to the circumstances of the Vulnerable Worker and their work environment and activities.

7.2.3. Employers are strongly encouraged to allow Vulnerable Workers that can work from home to do so.

7.2.4. In respect of Vulnerable Workers whose current roles and responsibilities do not allow for remote working should consult with Vulnerable Workers to determine if additional risk control measures could be implemented to mitigate the transmission risk to Vulnerable Workers including:

- a) whether the Vulnerable Worker can fulfil a different role and responsibility which has a lower risk for COVID-19 transmission;
- b) whether the Vulnerable Worker's environment can be adapted or improved to lower the risk for COVID-19 transmission (i.e. by stricter physical distancing protocols or additional hygiene measures);
- c) whether the Vulnerable Worker can be provided with additional hygiene enablement tools (such as providing the worker with their own hand sanitiser);
- d) whether the Vulnerable Worker can be provided with specific PPE appropriate to the risk identified in the risk assessment;
- e) whether external risks can be mitigated further (for example reducing interaction with visitors or the use of public transport); and
- f) allowing the Vulnerable Worker to utilise his/her annual leave or sick leave during different levels of the lockdown.

8. PHYSICAL DISTANCING

8.1. Reduce worker concentration

8.1.1. Reducing face-to-face contact is an important measure to mitigate the impact of COVID-19. Employers should, as far as practicable, minimise the number of workers at the workplace at any given time through rotation, staggered working hours, shift systems, remote working arrangements or similar measures in order to achieve social distancing.

8.1.2. Workers that can work from home should work from home particularly where they are Vulnerable Workers. Employers should develop a directive or guidance on working from home to provide clear advice to all workers working from home. (frequently asked questions about remote working can be found here).

8.1.3. Every employer should arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of one and a half

metres between workers. A bigger distance may be required depending on the outcome of the risk assessment.

8.1.4. If it is not practicable to arrange a worker's workstation(s) to be spaced at least one and a half metres apart, the employer should:

- a) arrange physical barriers to be placed between workers' working places or erected on workers' desks to form a solid, physical barrier between workers while they are working; or
- b) if necessary, supply the worker free of charge with appropriate PPE based on a risk assessment of the working place.

8.2. Common areas

8.2.1. Every employer should ensure that social distancing measures are implemented through supervision both in the workplace and in the common areas outside the immediate workplace through queue control or within the workplace such as canteens, coffee shops and lavatories.

8.2.2. At a canteen and workplace coffee shops these measures may include:

- a) dividing the workforce into groups or staggering break-times to avoid the concentration of workers in common areas such as the canteen.
- b) prohibiting sit down food and only take away.
- c) encouraging workers to bring their own lunches.
- d) arranging for food to be delivered to workers' offices/desks to avoid having to go to the canteen.
- e) closing of common areas to reduce pedestrian traffic.
- f) staggering start / finish / break times to reduce traffic in common areas.
- g) changing area layouts to create more space for movement.
- h) minimising handling of cash and encourage contactless payments only.
- i) markings on the floor / ground to define queueing quadrants to indicate minimum social distancing requirements.
- j) providing for outside, well-spaced eating areas.

8.2.3. In other common areas these measures may include:

- a) prohibiting "hot desking" (i.e. workers should have dedicated desks).
- b) markings on the floor / ground to define routes and indicate minimum social distancing requirements.
- c) leaving doors open (where appropriate) at busy times to speed up the flow of pedestrian traffic (and to avoid workers touching door handles).
- d) disabling vending machines.
- e) disabling of biometric systems where possible (introduce card systems).

f) Ongoing sanitation of door handles, lift buttons and furniture; Social distancing to be applied in elevators.

g) designating coffee cups and other crockery as far as possible.

8.2.4. Providing dedicated lockers for the storage of their personal belongings, cell-phones and clothing such that there is no mixing and sharing of such facilities

8.3. Workplace meetings and gatherings

8.3.1. Where workplace meetings can be held via an online collaboration platform, it is strongly encouraged.

8.3.2. Where workplace meetings cannot be conducted virtually, strict protocols should be implemented in respect to in-person meetings:

a) the maximum occupancy of the workplace meeting room should be determined having regard to social distancing principles above and excess seats should be removed from the room;

b) the layout of workplace meeting rooms should conform with social distancing principles in so far as possible;

c) the number of attendees that may attend a workplace meeting should be limited to the prescribed occupancy requirements of the room;

d) the number of workplace meetings and the duration of workplace meetings should be reduced;

e) attendees should avoid social niceties such as shaking of hands and hugging;

f) all attendees should wear a face mask with nose and mouth covered;

g) all attendees should wash hands / hand sanitizer before entering and exiting the workplace meeting room;

h) doors to be left open during and between workplace meetings to avoid touching handles;

i) desks / equipment / seat handles in meeting room should be sanitised immediately before and after meetings;

j) meeting refreshments are permitted where the coffee cups are disposable, beverages are sealed and food is wrapped.

9. HYGIENE REQUIREMENTS

9.1. Hygiene enablement

9.1.1. The employer should ensure that:

a) there are adequate facilities for the washing of hands with soap and clean water;

- b) only paper towels are provided to dry hands after washing (fabric toweling must not be used);
- c) surfaces that workers and members of the public come into contact, including reception desks, are routinely cleaned and disinfected and industrially sanitised, where appropriate;
- d) common areas and ablution facilities are sanitised more regularly;
- e) workers are provided with the necessary tools and equipment required to perform their job to avoid sharing of workers' tools and equipment, insofar as it is reasonable and practicable to do so;
- f) there are sufficient quantities of hand sanitizer (with at least 70% alcohol content) having regard to the number of workers or other persons who access the workplace at the entrance of, and in, the workplace which the workers or other persons are required to use;
- g) every worker who works away from the workplace, other than at home, should be provided with an adequate supply of hand sanitizer;
- h) if a worker interacts with the public, the employer should provide the worker with sufficient supplies of hand-sanitizer at that worker's workstation for both the worker and the person with whom the worker is interacting; and
- i) the workplace is sufficiently ventilated.

10. PERSONAL PROTECTIVE EQUIPMENT (PPE)

10.1. Types of PPE

- 10.1.1. The type of PPE to be used will vary according to the setting and work activity, medical risk factors in relation to Vulnerable Workers and should follow from the employer's risk assessment.. For example, the PPE required for those caring for COVID-19 patients will differ to workers in an office or industrial environment. Further guidance on the types of PPE as well as the application of appropriate PPE use be found here
- 10.1.2. The general requirement for workers to wear masks does not take away from the fact that, where a risk assessment indicates that PPE is required, those categories of workers should be provided with the accredited PPE in accordance with National Department of Health guidelines.
- 10.1.3. There may be specific regulations or standards which prescribe the minimum PPE requirements applicable for that industry.

10.2. Cloth masks for workers

- 10.2.1. To ensure that N95 masks, surgical masks and other medical masks are secured for those workers who have the highest health risk such as health care workers, persons with respiratory symptoms or those caring for COVID-19 patients at home, employers should ensure all other workers do not use medical grade masks without good cause.
- 10.2.2. Employers should ensure provision of cloth masks to every worker in their workplace. This is in the interests of health and safety of workers in the workplace and as a support to the public health measures. These masks should be provided free of charge and an employer may not require a worker to pay the employer or any other person for a cloth mask or make a deduction from the worker's remuneration.
- 10.2.3. Every employer should provide each worker with a minimum of two cloth masks, as recommended by the National Department of Health, for the worker to wear while at work and while commuting to and from work. The number of cloth masks that should be provided to a worker may increase having regard to the worker's conditions of work, in particular, where these may result in the mask becoming wet or soiled and in accordance with any sectoral guidelines.
- 10.2.4. An employer should make appropriate arrangements for the washing, drying, ironing and disposal of cloth masks in accordance with the Department of Employment and Labour Directive or, if not reasonably practicable, provide facilities for the worker to wash and dry the cloth masks at the workplace.

10.3. Training on the use and care of cloth masks

- 10.3.1. Every employer should ensure that workers are informed, instructed, trained and instructed as to the correct use of both PPE as well as cloth masks.
- 10.3.2. In respect of cloth masks, training should explain:
- a) hands should be washed before and after donning or removing the cloth mask;
 - b) that cloth masks should cover the nose and mouth completely;
 - c) cloth masks should not be lowered when speaking, coughing or sneezing;
 - d) cloth masks should never be touched except to put on and remove (fidgeting with the mask repeatedly is strongly discouraged);
 - e) cloth masks should be washed with warm soapy water and iron when dry. Ironing assists with decontamination;
 - f) cloth masks should be changed when wet or visibly soiled; and

- g) The cloth mask should not be promoted as the primary prevention strategy and should never be promoted separately from hand-washing and social distancing.

10.4. Health worker PPE

- 10.4.1. Health workers in a health setting should use PPE based on a documented risk assessment and should meet the minimum recommendations without using excess PPE for the setting / task. PPE for a health worker may include:
 - a) disposable gloves;
 - b) disposable plastic apron;
 - c) closed shoes, non-slip soles and shoe covers;
 - d) eye protection (goggles/face shield or visors); and
 - e) respiratory protection (FFP2/N95 or more sophisticated respirators) for high risk situations (e.g. aerosol-generating procedures), and surgical masks for infectious persons.
- 10.4.2. Employers should ensure that PPE must be available in the appropriate sizes.
- 10.4.3. Health workers should be trained on the donning and doffing of PPE appropriate to the tasks being performed.
- 10.4.4. Employers should ensure that PPE is consistently and properly worn when required. Further information on the use of PPE when caring for patients with confirmed or suspected COVID-19 can be found here. According to the National Institute of Health this applies to all medical staff, including those that are occupationally based, in the context of caring for people who have confirmed or suspected COVID-19.

11.EXTERNAL RISK CONTROLS

11.1. Visitors

- 11.1.1. Employers are strongly advised to place an ongoing restriction on visitors to a workplace. However, in the event where an employer-critical visitor, supplier, customer, or delivery service may need to attend a site, a controlled access process should be in place including adherence to sanitisation processes and full personal contact details (e.g. telephone number, last place visited should be collected to assist with contact tracing).
- 11.1.2. Where practicable, employers should avoid workers from attending client or supplier premises. However, in the event where such attendances are critical to the employer operations, a controlled risk mitigation process should be in place.

11.2. Public transport

- 11.2.1. Employers are encouraged to arrange transport for their workers during the lockdown period.
- 11.2.2. Employers should ensure that safe transport arrangements are made, including:
- a) sanitisers for workers
 - b) surgical masks for taxi drivers
 - c) social distancing and capacity arrangements.
- 11.2.3. Employers should train workers who rely on public transport or who utilise employer arranged on transport on the safety protocols to be followed. An example of minibus taxi guidelines can be found [here](#).

12. SCREENING, TESTING AND RESPONDING TO POSITIVE RESULTS

12.1 Definitions

- 12.1.1. **Surveillance:** A systematic programme of monitoring the health of a worker based on symptoms and clinical signs that may detect the emergence of an underlying coronavirus 2 (SARS-CoV-2) infection that causes COVID-19 disease when monitored over a period of time.
- 12.1.2. **Symptom screening:** An active programme of action undertaken by the workplace to detect the presence of COVID-19 related symptoms in workers who may otherwise be healthy when they present to work or reported by the worker prior to presenting at work.
- 12.1.3. **Testing:** The collection of biological samples by trained health professionals from the passages of the nose and throat to detect for the presence of coronavirus 2 (SARS-CoV-2) using standardised and currently validated and well accepted laboratory tests called polymerase chain reaction (PCR) tests.
- 12.1.4. **Isolation:** According to the WHO's International Health Regulations, (2005) it is defined as the separation of ill or contaminated persons from others in such a manner as to prevent the spread of infection or contamination. In the context of the

COVID-19 pandemic, isolation may include, amongst others:

- a) isolation at a person's home – self-isolation;
- b) isolation in a health facility; or
- c) isolation at a designated facility.

12.1.5. Quarantine:

According to the WHO's International Health Regulations, (2005) it is defined as the restriction of activities and/or separation from others of suspect persons who are not ill in such a manner as to prevent the possible spread of infection or contamination. The purpose of quarantine is to prevent the transmission of diseases. Quarantine will be applied to:

- a) An individual or to a group of persons who were exposed to the coronavirus;
- b) Persons believed to have been exposed on a conveyance during international travel; or
- c) A wider population- or geographic-level basis.

12.2 Testing and screening

12.2.1 Employers should have measures in place to ascertain whether any worker, when arriving at work, has any observable symptoms common with COVID-19 (fever, cough, sore throat, shortness of breath, etc.).

12.2.2 Furthermore, employers should require every worker to report whether they suffer from symptoms such as body aches, redness of eyes, loss of smell, loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness.

12.2.3 Employers should require workers to immediately inform the employer if they experience symptoms associated with COVID-19.

12.2.4 Employers should know where to refer workers for testing if presenting with the above symptoms. and keep a listing of the testing centres closest to their workplace. The current procedure is to notify the National Department of Health through their helpline (0800 029 999) to obtain further directions.

12.3 Responding to a worker with positive results

12.3.1 If a worker presents or reports typical COVID-19 related symptoms:

- a) do not permit the worker to enter the workplace or report for work;
- b) if the worker is already at work, immediately isolate the worker, provide a surgical mask to the worker, and arrange for the worker to be transported in

a manner that does not place other workers or members of the public at risk, for a medical examination, for testing or to be self-isolated;

- c) if the employee does not need hospital admission and is sent home, ensure that the employee undergoes self-isolation at home if appropriate, or at a designated isolation accommodation identified by the employer, in line with National Department of Health guidelines;
- d) provide prompt counselling and support to the employee as per institution's guidelines/standard operating procedures (SOPs);
- e) immediately assess the risk of transmission and if appropriate, may require temporary closure to disinfect the area and workstation;
- f) refer other workers who may also be at risk for symptom screening;
- g) place the worker on paid sick leave, or if sick leave is exhausted, make application for illness benefits from the UIF in terms of the Directive issued on 25 March 2020; and
- h) ensure that the worker is not discriminated against on grounds of having tested positive for COVID-19.

12.3.2 The employer should report all alleged, presumed and confirmed cases of COVID-19 related occupational disease to the Compensation Commissioner in the prescribed format using the relevant documentation as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA) in order to facilitate procedures for all worker's compensation benefits available to employees, including:

- a) leave for temporary disability;
- b) assessment by an occupational medicine specialist in cases of complex disease that may result in permanent disability;
- c) cover of medical expenses for the treatment and testing, as well as permanent disability assessments; and
- d) compensation to dependents in case of death.

12.4 Returning to work after testing positive for COVID-19

12.4.1 If a worker has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, the worker may only return to work if:

- a) the worker has undergone a medical examination confirming that s/he has been tested negative for COVID-19 after at least 14 days isolation;
- b) the worker wears the minimum of a surgical mask at all times for the

remaining period of 21 days from the date of initial testing;

- c) the employer ensures that the worker adheres to social distancing, hygiene and cough etiquette; and
- d) the employer closely monitors the worker for symptoms on return to work.

13. WORKER EDUCATION, ENGAGEMENT AND COMMUNICATION

13.1. Training and awareness

13.1.1. Every employer should implement a suitable training and awareness campaign in respect of:

- a) the dangers of COVID-19 disease;
- b) the manner of its transmission;
- c) the measures to prevent transmission such as social distancing, personal hygiene practices, PPE requirements and utilisation (including cloth masks), social etiquette (including cough etiquette, greetings, respiratory hygiene);
- d) safe transport to and from work; and
- e) symptom monitoring, screening and confirmatory testing.

13.1.2. Employers are encouraged to put up appropriate signage on their premises and communicate and educate workers on the National Department of Health recommendations to prevent COVID-19 related disease. (An example for employers to consider can be found [here](#)).

13.1.3. Worker hygiene practices are important to prevent and contain the spread of the coronavirus, employers should provide workers with information that raises awareness in any form or manner, including where reasonably practicable leaflets and notices (an example of handwashing awareness materials can be found [here](#)).

13.2. Prevent stigma and discrimination

13.2.1. Social stigma may be created in labelling, stereotyping, discriminating, and/ or experiencing loss of status because of a perceived link with the COVID-19 disease. Stigma can undermine social cohesion, workplace stability and prompt social isolation of groups, which might contribute to a situation where the virus is more, not less, likely to spread. This can result in more severe health problems and difficulties controlling a disease outbreak. Stigma can:

- a) drive workers to hide the illness to avoid stigma and/or discrimination;

- b) prevent workers from seeking health care immediately; and/or
- c) discourage workers from adopting healthy behaviours.

13.2.2. Employers should make every effort to ensure that its training and awareness campaigns, policies and responses to COVID-19 do not foster social stigma in respect of workers with symptoms of COVID-19. The manner that employers communicate about COVID-19 and its policies and response to manage COVID-19 virus transmission is critical to combat the disease and to avoid fuelling fear and stigma.

13.2.3. Employers should use their best efforts to create an environment in which COVID-19 can be discussed and addressed openly, honestly, and effectively. When communicating about COVID-19 and the employer's responses thereto they should carefully consider the use of words and language which may have a negative meaning for workers and may fuel stigmatizing/discriminatory attitudes.

13.3. Create safe worker engagement platforms

13.3.1. Workers are often best placed to give input on practical risks mitigation interventions for particular work areas.

13.3.2. Employers are encouraged to engage with workers, through their normal workplace engagement mechanism, or additional engagement platforms specifically designed for COVID-19 purposes, in order to implement customised and practical arrangements to ensure the minimisation of workplace risks.

13.3.3. Safe engagement platforms should be considered for worker engagement.

13.4. Address worker concerns and psycho-social support

13.4.1. Be aware of workers' concerns about pay, leave, safety, health, and other issues that may arise during the COVID-19 pandemic. Provide adequate, usable, and appropriate training, education, and informational material about employer-essential job functions and worker health and safety, including proper hygiene practices and the use of any workplace controls (including PPE). Informed workers who feel safe at work are less likely to be unnecessarily absent.

13.4.2. Where possible, employers should provide access to psycho-social support professionals and councillors for those working, and not working.

ANNEXURE F: EPWP, DMRE Schedule of EPWP, SMME, SWO and BEE



Energy Mineral Resources

INTEGRATED NATIONAL ELECTRIFICATION PROGRAMME

TEMPLATE FOR REPORTING ON THE EPWP PROJECTS FOR 2020/2021 FINANCIAL YEAR

This questionnaire is designed to verify information on socio-economic Key Performance Indicators (KPI's) of Integrated National Electrification Programme (INEP) in Municipalities and Eskom per project. The information you provide will be used only for this purpose and will be treated in strict confidence.

SOCIO-ECONOMIC KPI's TARGETS

Temporary Employment	90% of the total number of people employed
Permanent Employment	10% of the total number of people employed
Youth Employment (18 to 35yrs)	50% of the total number of people employed
Women employment (36 yrs and above)	30% of the total number of people employed
Employment of people with special needs	2% of the total number of people employed
Men Employment (36 yrs and above)	18% of the total number of people employed

A worker may not be paid less than the Minimum EPWP wage rate of R92.31 per day. This will be adjusted annually.

1. Provinces Please tick X in the appropriate box	Eastern Cape	Free State	Gauteng	KwaZulu Natal	Limpopo
	Mpumalanga	Northern Cape	North West	Western Cape	

2. Implementing Agencies' Identification					
Reporting month					
Responsible person				Contact	
Designation					
Municipality Name				Municipal code	
District Municipality Name					
Project Name					
Type of project	Electrification of Households	Bulk Infrastructure	Electrification of School	Farm-Worker Houses	
Approved Project budget					
Project start date			Project end date		
Type of Municipal Area	Metropolitan	District	Local		
Area where project is located	Rural	Urban Formal	Urban Informal	Farm	

Official Stamp

**Municipal Manager /
 Divisional Capital Programme Manager**
 Date: _____

3. Financial Expenditure to date

How much is the allocated project budget?- (as per contractual agreement)				
How much money have you received from the Department of Energy? (transferred capital)				R_____
How much is the actual expenditure?				R_____
How much went to the following?	BBBEE	BWO	SMME	
	R_____	R_____	R_____	
How much is the minimum daily wage for people employed in projects?				R_____
Total number of person-days at work?				

4. Company Profile.

How many Black Economic Empowerment (BEE) companies were utilised?	
How many of this BEE companies are Black Women Owned (BWO)?	
How many Small Micro-medium Enterprises (SMME) companies were utilised?	
How many of the SMMEs are Black Women Owned companies (BWO)?	

5. Local People Employment Distribution.

	Youth(18-35yrs)				Adults(36yrs+)			
	Male		Female		Men		Women	
How many people are employed permanently?								
How many people are employed temporarily?								
How many people with special needs (disabled)?								
How many youth are employed according to the following age range?	18-22yrs		23-27yrs		28-32yrs		33-35yrs	
	male	female	male	female	male	female	male	female

6. Learnerships

	Youth(18-35yrs)		Adults(36yrs+)	
	Male	Female	Men	Women
How many people received learnerships from the project?				

7. Job Training

	Youth (18-35)yrs		Adult (36yrs+)		People with special needs	
	Male	Female	Male	Female	Youth	Adults
How many people received accredited training?						
How many people received non-accredited training?						
How many person-days of accredited training received?						
How many person-days of non-accredited training received?						

8. Were there any challenges associated with the collection of EPWP/socio-economic indicators information? (If yes, please indicate)

.....

.....

.....

.....

.....

.....

.....

.....

9. Information regarding the companies that were utilised to implement the electrification projects.

[illegible]

10. EXTENDED PUBLIC WORKS PROGRAMME (EPWP)

Please provide the following information for people that were employed on labour intensive project (EPWP)

Name of employee	ID Number	Gender	Number of days worked in a month	Daily Wage R'	Number of training days		Name of training course	Employees Signature
					Accredited	Non-accredited		
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
17.								
19.								
20.								
21.								

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections,
tests and
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>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.</p>
18. Contract amendments	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
19. Assignment	<p>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.</p>
20. Subcontracts	<p>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.</p>
21. Delays in the supplier's performance	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>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.</p>

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
33. National Industrial Participation (NIP) Programme	33.1 Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall

extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size

weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

THE NATIONAL TREASURY: Republic of South Africa

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts** 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts** 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices** 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.