

CALL FOR BIDS

BID NUMBER	DESCRIPTION	EVALUATION CRITERIA	WHERE TO FIND BID DOCUMENTS	MINIMUM REQUIREMENTS			CONTACT PERSON (TECHNICAL)	CLOSING DATE & TIME
				LETTER OF GOOD STANDING	CIBD GRADING	REGISTRATION WITH PROFESSIONAL BODIES		
RE-ADVERT CD68/2021	CENTLEC (SOC) Ltd Municipal Entity distributing electricity in Mangaung and other Municipalities invites suitable bidders to bid for a cost effective fencing in of distribution centres, mini-substations, mini-substations in the CENTLEC area of supply for a period of thirty-six (36) months.	80/20	www.centlec.co.za www.etenders.gov.za	Yes	N/A	N/A	Piet.Niemann@centlec.co.za	2 nd August 2022 at 11:00am

MINIMUM REQUIREMENTS

- Bidders must submit the TAX compliance verification pin on a SARS letterhead. **2.** In the case of the Joint venture, Tax compliance verification pins of all parties must be attached. **3.** Copy of JV agreement (in case of JV) must be attached. **4.** Municipal bills (Water, Sanitation, Rates and Electricity) / Taxes Clearance Certificate not owing more than 30 days or a valid lease agreement with municipal bill of account not owing more than 30 days for municipal services that the lessee (bidder) is responsible for. **5.** All supplementary / compulsory MBD forms contained in the bid document must be completed and signed in full. **6.** Failure to comply with point 5 will invalidate your bid. **7.** Bidders must attach Certified or Original BBEE Verification Certificate, in case of Joint Venture bidders must submit consolidated BBEE certificate. **8.** Bidders must be registered on the National Treasury Centralized Suppliers Database and must submit their registration summary report. **9.** Bidders must quote on all the items required on the pricing schedule and adhere to all the requirements as stipulated in the specification (**failure to quote on all items will invalidate your proposal/bid**). **10.** Bidders must neatly bind their bid/proposal documents (**Loose documents will be disqualified**).

PLEASE NOTE

- 1 Section 217 of the constitution of the Republic of South Africa requires an organ of state to contract for goods and services in accordance with a system which is fair, equitable, transparent, competitive, and cost effective.
 - 1.1 No bid(s) will be accepted from a person in the service of the state.
 - 1.2 No telegraphic, telefax and late bids will be accepted. (***Please sign bid submission register upon submission***)
 - 1.3 The lowest bid / proposal will not necessarily be accepted, and the Municipality reserves the right to accept where applicable a part or portion of any bid or where possible accepts bids or proposals from multiple bidders.
 - 1.4 Municipal Supply Chain Management policy and Preferential Procurement Policy Framework Act No 5 of 2000 (Revised 2017) and its regulations will be applied.

Bids are to be submitted to the following address:

CENTLEC Supply Chain Offices

30 Rhodes Avenue

Oranjesig

Bloemfontein

9301

For Supply Chain related enquiries please use the following contact details: Palesa.Makhele@centlec.co.za 051 412 2753



Reg No 2003/011612/30

RE-ADVERT CD68/2021

**FENCING IN OF DISTRIBUTION CENTRES,
SUBSTATIONS, MINI-SUBSTATIONS AND OTHER
FACILITIES RELATED TO CENTLEC**

1 Contents

1.	STATEMENT OF INVITATION	3
2.	MINIMUM REQUIREMENTS	3
3.	DEFINITION AND ABBREVIATIONS	3
4.	SCOPE OF WORK	3
5.	SPECIFICATION	4
6.	SPECIAL CONDITION	5
7.	EVALUATION CRITERIA	6
8.	PRICE SCHEDULE	8
9.	CONTACT DETAILS	9
10.	Signatures:	Error! Bookmark not defined.
11.	ANNEXURES	10

1. STATEMENT OF INVITATION

CENTLEC (SOC) Ltd Municipal Entity distributing electricity in Mangaung and other Municipalities invites suitable bidders to bid for a cost effective fencing in of distribution centres, substations, mini-substations in the CENTLEC area of supply for a period of thirty-six (36) months.

2. MINIMUM REQUIREMENTS

2.1 Supply unique security personal identification number (PIN) and/or original TAX Clearance Certificate for TAX compliant status.

2.2 Supply municipal services (water, sanitation, rates and electricity) clearance certificate or Lease Agreement with a current Bill and rates clearances, or Current Bill of Account not owing more than 30 days. In a case where the services are paid for by the Landlord, the lease agreement must be signed by the applicable stakeholders.

2.2.1 In an event that the Bidder utilizes prepaid services (e.g. water or electricity) a valid municipal clearance certificate(s) must still be provided.

2.2.2 Bidders that are CENTLEC (SOC) Ltd customers are also expected to attach a valid electricity clearance certificate.

2.3 The bidder must be registered on the National Treasury Centralized Suppliers Database

2.4 A valid letter of good standing from the Compensation Commissioner with the Department of Labour.

3. DEFINITION AND ABBREVIATIONS

3.1 DC – Distribution Centre

3.2 PPE – Personal Protective Equipment

3.3 SOC – State Owned Company

3.4 CENTLEC (SOC) Ltd. – Here after revert to as CENTLEC.

4. SCOPE OF WORK

The fencing in of distribution centres, substations, mini-substations in the CENTLEC area of supply. The fencing in will be inclusive of gate and electric fencing, steel spikes or razor barbed wire. Removing of old fences and deliver it to CENTLEC premises.

5. SPECIFICATION

5.1. The successful service provider will be expected to perform the work at the following facilities:

- 5.1.1 Distribution Centers
- 5.1.2 Primary substation
- 5.1.3 Miniature substations
- 5.1.4 Other facilities related to CENTLEC

5.2. The following specification on the fences:

- 5.2.1 Fencing, poles and gates must be of high quality steel and a good galvanize.
- 5.2.2 The height of the fence must be 2.5 m, from ground level, with a 4 wire electric fence on top. The option of spikes, barbed wire razer coils or flat rap coils must be included.
- 5.2.3 The bottom of the fence must end in cement 500mm deep x 250mm wide.
- 5.2.4 The mesh must be the same patent as "Cochrane Clearvu " or equivalent and see through, strong and durable.
- 5.2.5 The fence mesh must be very difficult to cut with a bolt cutter.
- 5.2.6 The fence must be climb proof and a person must not be able to put his foot into corners. The mesh must be such that a finger cannot go through it.
- 5.2.7 The slider gate with electric fence on top must be 5m long and must have lock protectors on.
- 5.2.8 The gate must have two wheels that can carry the weight of the gate.
- 5.2.9 The gate must have durable swiping brushes that automatically clean the rail when open and closed.
- 5.2.10 The rail and cement foundation for the gate must be able carry 10 tons.
- 5.2.11 The rail must be installed in such a way that water and sand do not accumulate on the rail.
- 5.2.12 All bolts and nuts must be such that it cannot be unscrewed after installation. The bolts and nuts must not be accessible from the outside of the fence.
- 5.2.13 With the installation of the fence the ground incline must be taken in consideration so that at no point the fence will be lower than 2.2 m from ground level.
- 5.2.14 When the poles are installed the cement must be such that water do not accumulate around it.
- 5.2.15 All signatures for the electric fence must be UV protected and of high quality.
- 5.2.16 The name of the substation must be on the gate. Green back ground with 100mm white lettering. Danger board for the fence will be provided by CENTLEC.
- 5.2.17 There might be more than one gate to enter into the substation.
- 5.2.18 The old fences must be removed and delivered to CENTLEC's premises.

6. SPECIAL CONDITIONS

- 6.1 The Services provider will be remunerated only after an inspection was done and the work is found to be satisfactory. **The service provider will submit their invoices with before and after photos. The site take over inspection must be done before the invoice date.**
- 6.2 The Services provider undertakes to abide by the stipulations of the relevant legislation on the execution of his duties. The Services provider undertakes to abide by the Occupational Health & Safety Act 85: 1993 on the execution of his duties.
- 6.3 The Services provider will be reporting to the manager of the Primary Plant Maintenance or his appointee who has the sole authority to approve the quality of the work executed.
- 6.4 **The successful bidder's team (s) and supervisor (s) will attend a compulsory Standard Operating Procedures Course (SOP) for his own cost at CENTLEC Training Centre. The supervisor must be permanently on site while his team is working. Please submit profile of resources that will be involved on Distribution Centres and the team that will be involved in the smaller substations with this projects for the duration of the contract.**
- 6.5 The successful bidder will be expected to enter into a Service Level Agreement (SLA) with CENTLEC (SOC) Ltd.
- 6.6 The successful bidder will supply CENTLEC (SOC) Ltd. with a **safety file within two weeks after appointment.** (The cost for the file is on the successful Bidder)
- 6.7 In the event that the successful bidder(s) appoints sub-contractors, the following will be expected:
 - 6.7.1 The successful bidder will have to ensure that the contractors to be appointed will be supplied with Safety Health Environment Risk and Quality (SHERQ) specification. The daily risk assessments and safety talks must be send to the project leader at primary Plant Maintenance every week.
 - 6.7.2 The successful bidder will have to ensure that the SHERQ documentation is audited regularly for the duration of the contract.
- 6.8 The successful bidder(s) will not commence with any work without being issued with a valid purchase order, for a specific project, from CENTLEC (SOC) Ltd.
- 6.9 The service provider will clean the substation of all debris that will be created by their work.
- 6.10 All workmanship and material for the fence must carry a warrantee and grantee for at least two years.
- 6.11 All projects for the duration of contract must be treated as a "turn-key" project.
- 6.12 **It might be requested of the service provider to present a sample and or a presentation of the fence that they will install at the evaluation committee.**
- 6.13 **When commencing with the work after the order was received the safety of the substation must be secured by the successful service provider for the duration of the project until the fence is completed. (This is since the removal of the old fence and till the completion of the new fence.)**

7. EVALUATION CRITERIA

All proposals submitted will be evaluated in accordance with the criteria set out in the policy of Supply Chain Management of the Entity. The most suitable candidate will then be selected.

Please take note that CENTLEC (SOC) Ltd is not bound to select any of the bidders submitting proposals and reserved the right to appoint more than one service provider.

Furthermore, technical competence is the principal selection criteria, CENTLEC (SOC) Ltd will evaluate the technical criteria first, and will only look at the price and BBEE level of contribution if it is satisfied with the technical evaluation.

As a result of this, CENTLEC (SOC) Ltd does not bind itself in any way to select the bidder offering the lowest price.

8.1 EVALUATION CRITERIA

8.1.1	Track Record and Previous Experience	Submit letter (s) on, official letterheads, of previous customers. Two (2) letters = 15 points Three (3) and more letters = 20 Points	20
8.1.2	Warranty/Guarantee	Submit a written and signed, on the company letter head, warranty/grantee on the material and workmanship: Two (2) year = 25 points Three (3) years or more = 35 points	35
8.1.3.	Local operational capability and economic investment	Does the bidder have a local office within the CENTLEC supply area = 10 points The bidder must use local labour. (submit a letter of commitment on company letterhead) = 5 points	15
8.1.4	Human resource file	Was the file submitted as per 6.4 of the special conditions? 13.1 One supervisor and ten (10) staff members = 25 points 13.2 One supervisor and more than ten (10) staff members = 30 points	30
	TOTAL		100

Table 1 – Evaluation criteria

A bidder who gets a minimum of 80 points and above will qualify to the next stage. Individual tenders would have to be evaluated according to the preferential point system. The bidder must score minimum points as follows:

Item 8.1.1 – 15 points

Item 8.1.2 – 25 points

Item 8.1.3 – 15 points

Item 8.1.4 – 25 points in the Evaluation Criteria.

8.2. PRICE AND REFERENTIAL POINTS SCORING – STAGE 2 (Price and B-BBEE status)

All Bidders that have passed the technical evaluation threshold of 80 points would also be scored based the 80/20 principle where 80 Points is for the Price and 20 points for B-BBEE as per the detail given below.

8.3 Points awarded for price

A maximum of 80 Points is allocated for price on the following basis:

$$\text{Where } P_s = 80 \left[1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$$

P_s = Points Scored for comparative price of bid under consideration

P_t = Comparative Price of bid under consideration

P_{\min} = Comparative Price of lowest acceptable bid

8.4 Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below;

B-BBEE Status Level of Contributor	Number of Points (80/20 System)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

Table 2: B-BBEE Status Level**8. PRICE SCHEDULE**

The following is a **Generic** Bill of Quantities:

- 8.1 All prices should be in ZAR (R) and be exclusive of VAT.
- 8.2 Prices **will** stay fixed and firm for the duration of the Contract.
- 8.3 The **option** must be included in the Price Basis and Variations **should** CENTLEC (SOC) Ltd need to extend the Bid within 12 Months from the date of Bid, any variation on prices shall be based on CPA.
- 8.4 The Bidder could submit any additional information by Bid covering letter if required.

Item No.	Activities	Unit of Measurement	Price Per Unit In ZAR (R)
8.5.1	2.5 m high galvanized Fence per meter installed on site.	p/m	
8.5.2	The cement at bottom of fence 500mm x 250mm	P/m	
8.5.3	Four wire electric fence on top of fence	p/m	
8.5.4	Removal of old fence	p/m	
8.5.5	Transport of old fence to Centlec premises.	p/km	
8.5.6	5m Sliding gate installed on rail as specified. (inclusive of rail installation)	Each p/gate	
8.5.7	Substation name on steel plate, green back ground with 100mm white lettering installed on gate.	Each	
8.5.8	Installation of three (3) Yellow Danger boards per side of the fence and one on the sliding gate. (Twelve in total per site, and will be supplied by CENTLEC)	Per site	
8.5.9	Barbed wire coils 350mm with brackets on top of fence	p/m	
8.5.10	Barbed wire flat rap 350mm with brackets on top of fence	p/m	
8.5.11	Steel spikes 200mm on top of fence	p/m	

Table 3 – Price Schedule

9 CONTACT DETAILS

- 9.1 For any further technical information regarding the document contents please contact Mr. Piet Niemann; e-mail: Piet.niemann@centlec.co.za. Such queries must be done in writing, the email address provided serves this purpose. The answer to one question will be sent to all the other prospective bidders that have bought the bid documents.
- 9.2 For Supply Chain related questions, please contact Ms Palesa Makhele at Palesa.Makhele@centlec.co.za

10 ANNEXURES

Health and Safety specification document as a guideline to assist with compiling of Safety File.



**OCCUPATIONAL HEALTH
AND
SAFETY
SPECIFICATION
FOR
FENCING IN OF DISTRIBUTION CENTRES, SUBSTATIONS, MINI-SUBSTATIONS AND
OTHER FACILITIES RELATED TO CENTLEC**

CONTENTS

Definitions

1. General Statement

2. Scope

3. Purpose

4. Project description

5. Details of specification

5.1 Site Standards and Rules

6. Safety Files

6.1 Applicable requirements

6.2 Register required

6.3 Written Safe Working Procedures and Risk Assessments

6.4 Personal Protective Equipment

6.5 Appointments

6.6 Notification to Department of Labour

6.7 Establishment of Health and Safety Committee

6.8 Health and Safety Hazards Identification

- **Hazardous Environment**
- **Hazardous Equipment**
- **Hazardous Operation**
- **Hazardous Tools**
- **Hazardous Substances**

7. Arrangement for controlling significant site risks

7.1 Safety Risks

7.2 Health Risks

8. Fire Precautions on construction site

9. Communication and Liaison

10. Fall Protection Plan

11. Permit to work

12. Housekeeping

13. First Aid Facility

14. Health and Safety Induction

15. Accident/Incident Reporting and Investigation

- 15.1 Report of Incident and Occupational Diseases**
- 15.2 Recording and Investigation of incidents**

16. Responsibilities

- 16.1 Client**
- 16.2 Principal Contractors**
- 16.3 Contractor**

17. Health and Safety Inspection/Audits

18. Emergency Preparedness

19. Non-Compliance to Health and Safety Standards

20. Legal Frame

21. Index

- 21.1 Annexure A (Notification of Construction Work)**
- 21.2 Emergency Telephone Numbers**
- 21.3 Contractor Details**
- 21.4 Inspection Checklist**
- 21.5 Mandatory Agreement**

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

“Act” occupational health and safety act 85 of 1993

“Agent” means any person who acts as representative for the client

“Health and Safety Specification” means a documented specification of all health and safety requirements pertaining to the associated Works on a construction site, so as to ensure the health and safety of person during construction process. This document is prepared by the Client or Client agency.

“Health and Safety Plan” means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified. This document is prepared by the Principal Contractor or the Sub Contractor.

“Fall protection plan” means documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied in order to eliminate the risk.

“Employer” Where used in contract documents and in this specification, means the employer as defined in the General Conditions of Contract and it shall be have the same meaning as **“Client”** as defined in the Construction Regulation 2003.

“Employer” and **“Client”** is therefore interchangeable and shall be read in context of the relevant document.

“Contractor” where used in the contract documents and in this specification shall have meaning as “contractor” as defined in the General Conditions of Contract.

In this specification the terms **“Principal Contractor”** and **“Contractor”** are replaced with **“Contractor”** and **“Sub Contractor”** respectively for the purpose of this contract, the **Contractor** will, in terms of the OHS Act 1993, be the mandatory of the Employer, without derogating from his/her status as an employer in his/her own right.

“Engineer” where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent of behalf of the Employer (the client as defined in the Construction Regulations)

2“OHS Section” means Occupational Health and Safety Division within CENTLEC will oversees all Projects to ensure that Principal Contractor comply with Occupational Health & Safety Act 85 of 1993, Construction Regulation and all related codes of practice.

“Fall risk” means a risk that a person could fall from an elevated position, which is deemed 2 meters or higher, or a risk that something associated with the work can fall on a person.

“Construction vehicle” mean a vehicle used for means of conveyance for transporting persons or material or both such person and material, as the case may be both on and off the construction site for the purpose of performing construction work.

“Contractor” means an employer, who perform construction work and includes principal contrac

1. General Statement

It is a requirement of CENTLEC that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the contractor shall take full responsibility to conform to all the provisions of the occupational health and safety Act (Act 85 of 1993), and all relevant regulations as stated in section 44 of Occupational Health and Safety Act 85 of 1993.

For the purpose of this contract the Contractor is required to confirm his status as mandatory to CENTLEC and employer representatives in his own right for the execution of the contract, and he shall enter into Section 37.2 agreement in respect of the Act 85 of 1993.

3 2. Scope

This specification includes health and safety elements in terms of the Act and to satisfy the requirements of the Construction Regulation (CR), which will be applicable to the Principal Contractor and all sub-contractors for the safe execution of work during the project.

4 3. Purpose

The purpose of this specification is to ensure that the Principal Contractor and all sub-contractors provides and maintains, as far as reasonably a safe working environment for all employees and the public at large during the construction work.

5 4. Project Description

The project includes all activities regarding public domestic electricity house connections and procurement of material within CENTLEC's area of supply and Additional work or changes to the contract may result in a change to the scope of work. The principal contractor shall make allowance for this in his Health and Safety Plan.

The principle health, safety and environmental risks involved on this specific site will be that of:-

- Risk of employees falling from a height. /certificates of basic fall arrest./appointment letters for those responsible for rescue.
- Use of suitable harnesses.
- Risk
- Ladder usage.
- Cranes/simons certificate of servicing by a.i.a
- Safe storage of petrol.
- Excavations- person (employee or public), Danger of walls falling in / shore the walls/soil away from the hole
- Use of safety nets instead of safety tapes.
- Heavy loads to be carried by cranes and not manual Labour.(re-inforcing and masts)
- Road closures when assembling and erecting the mast. (Application to traffic dept.).

5. Details of Specifications

5.1 Job specific details of specifications.

In general when supply domestic houses with electricity, workers must follow and adhere to the following methods and procedures, in order to prevent accidents and injuries:

- a) In the township area where there is high density housing and population (contractor needs to be mindful of children, traffic, existing services and animals within the vicinity in which they will be working from.
- b) Should it be necessary to enter a private property, the reason for such entry must be explained courteously to the occupier of the premises.
- c) Whenever possible, ladders must be used to get to higher places and correct procedures for the use of ladders must be followed.
- d) Environmental factors must be taken into consideration (type of soil in the area, water streams and vegetation in the area.

Safety and Health

- e) Supervisor must always assure themselves about their worker's skills and knowledge of all safety procedures, and if necessary, arrange for workers to be trained or re-trained.
- f) Excavated area needs to be visible and properly barricaded and must be backfilled within 3 days in order to reduce the risk of accidental falls. (Use of safety nets and not tapes).
- g) Chemicals used must not affect the health of the employees and of the public.
- h) Hearing protection to be used if noise levels exceeds 85 dB.

5.2 Site Standards and Rules

- The contractor shall be responsible for enforcing and respecting all applicable health and safety rules in performance of all work covered by the contract, particularly those relative to the OHS Act and relevant regulations made under them;
- The contractor shall be responsible to ensure the use of traffic cones and warning signs at all times to warn traffic.

- Any deviation found shall be reported at the site instruction book by CENTLEC representatives, or dept. of labour inspector.
- All times there shall be three spares personal protective equipment's for visitors and be marked visitors;
- Two toilets for male and female separately be provided and clearly marked to identify male and female gender;
- There shall be site office(s) built structure, change room for both male and female and they can be used for shelter for eating facility;
- Proper drinking water at the strategic location shall be provided for employees;
- Health and Safety Committee meetings that involve CENTLEC Health and Safety division representative shall be held on the monthly basis;
- Contractor shall provide their workers with proper training so that they can perform their work safely. Train all staff to be aware of their own responsibilities for, and to provide information, instruction, and training on, the particular hazards and risks in relation to the scope of work; and
- The contractor shall ensure that every lifting machine is operated by an operator specifically trained for a particular type of lifting machine.

6. Safety File

The contractor shall appoint a suitable qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract. The health and Safety File shall include the following information:

- Notification of construction Work (Construction Regulation 3) (Schedule A)
- Copy of OHS Act (updated and not abridged version) (General Administrative Regulation 4) and relevant regulations as stated by section 44 of OHS Act 85 of 1993.
- Proof of Registration and good standing with a COID Insurer (Construction Regulation 4(g))
- Copy Health and Safety plan (Construction Regulation 5(1)) that include the followings:-

6.1 Applicable requirements

- a. List of equipment and specialized equipment
- b. List of PPE issued
- c. Recent inspection lists of equipment in use.
- d. Training records
- e. Proof of training by an accredited for working at heights.
- f. Hazards identification and risk assessments.
- g. Test records for lifting equipment by an accredited body.
- h. Incident history
- i. Notices issued
- j. Protection against biological agents like ants-infested trees.
- k. OHS programme agreed with client including the underpinning Risk Assessment and Method Statements (Construction Regulation 5(1))
- l. Appointment/Designation forms required by the ACT and Regulations
- m. Registers as follows:

6.2 Register required

- OHS Representatives Inspection Register (monthly)
- Power tools inspection register.
- Lifting equipment (before use and monthly)
- Fire equipment inspection and maintenance (monthly)
- First aid (monthly)
- Hazardous Chemical Substances (MSDS and listing of chemicals)
- Inspection of cranes (daily before use and yearly inspection records)
- Inspection of ladders (daily before use and monthly)
- Inspection of vessels and pressure (monthly and 3 yearly)
- Machinery inspections (before use and monthly)
- Drivers/Operators of mobile plant/construction vehicles daily inspections

The Health and Safety File shall be handed over to the client on completion of the contract. It must contain all the documentation handed to the contractor by any contractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project

6.3 Written Safe Work Procedures and Risk Assessments

- Written Safe Work Procedures are to be available in order to mitigate, reduce or control the hazards and risks identified in the Risk Assessment.
- Initially a generic document can be produced, by the first three weeks of operation a task-based document must be produced and be updated as per changes in tasks.

6.4 Personal Protective Equipment

The Principal Contractor shall ensure that the following minimum personal protective equipment and wear are issued to his employees:

- No person is allowed to be on site without the required PPE as prescribed by risk assessments. This must be discussed at the safety meeting and adhered to by all contractors on site.
- Contractor must ensure that PPE is being used as a last resort upon trying all reasonable means to remove the hazard.
- All contractors are required to keep an updated register of all PPE issued.
- Strict compliance measures must be administered to ensure employees use PPE.
- Hard hats, safety shoes with steel toe caps and protective clothing shall be provided by the contractor free of charge for all his employees and shall be worn at all times. Employees working on site must not wear metallic helmets. Other protective equipment such as gloves, safety glasses, face shield, dust mask, ear plugs etc shall be issued and used when required as per tasks in the risk assessment and safe work procedure. The contractor shall ensure that his employees understand why the PPE is necessary and that they use them correctly and sign for receiving them
- When handling corrosive liquids e.g. acids or caustic suitable eye protection, gloves, and special overalls shall be worn.

- Any person refusing to wear protective clothing when instructed to do so by the responsible person shall be removed from the site.
- Clearly outline the procedure to be followed when PPE is 1. Lost or stolen; 2. Worn-out or Damaged.

6.5 Appointment of Health and Safety Personnel

- The Contractor and Sub Contractors shall ensure that all relevant appointments specified in the Occupational Health and Safety Act 85 of 1993 and Construction Regulations are made in writing prior to commencement of the Project.
- The Principal contractor shall provide adequate levels of suitable trained, experienced and competent management and supervision to ensure that the works proceed and without risks to health or environment and that all operations and personnel for whom the contractor is responsible are adequately monitored and supervised.

The Principal Contractor shall ensure that the appointments listed below are made where applicable:

Required appointments as per the Construction Regulations (CR):-

Item	Regulation	Appointment	Responsible Person
1.	4(1)(c)	Principal contractor for each phase or project	CENTLEC/Consultant
2.	5.(3)(b)	Contractor	Principal Contractor
3.	5(11)	Contractor	Contractor
4.	6(1)	Construction supervisor	Contractor
5.	6(2)	Construction supervisor sub-ordinates	Contractor
6.	6(6)	Construction Safety Officer	Contractor
7.	7(1)	Person to carry out risk assessment	Contractor
8.	7(4)	Trainer/Instructor	Contractor
9.	8(1)(a)	Fall protection planner	Contractor
10	11(3)(b)(ii)(b)	Professional engineer or technologist/land surveyor.	Contractor
11.	15(2)(c)	Compliance plan developer	Contractor
12.	17(8)(a)	Material hoist inspector	Contractor
14..	19(2)(b)	Power tool expert	Contractor
15.	19.2 (g) (i)	Power tool controller	Contractor
16.	27 (h)	Fire equipment inspector	Contractor
17.	16(2)	CEO assistant	Contractor

6.6. Establishment of Health and Safety Committee

The Principal Contractor shall establish a Health and Safety Committee in terms of Section 19 of the Occupational Health and Safety Act 85 of 1993.

The Principal Contractor shall hold meeting at least once a month with appointed supervisors, Health and Safety Reps and the chairperson of the Health and Safety Committee and copies of the safety meeting to be forwarded to CENTLEC and the CENTLEC health and safety representative need to be informed and invited to such meetings.

Matters that are to be discussed should include at least the following as minimum:

- Make recommendations to resolve health and safety matters (i.e. internally by representatives or externally by DOL inspector)
- Accident/safety incident and they must be recorded for audit and for reporting to CENTLEC safety representative
- Hazardous conditions
- Hazardous material/substances
- Work procedures
- PPE
- Housekeeping
- Work permits
- Non conformances
- Emergency preparedness
- Traffic control
- Access control
- Medicals
- Training
- Forthcoming high hazard activities
- Liquor and drugs
- Occupational health and hygiene issues
- General health and safety issues
- Matters arising from principal contractor safety meetings

6.8 Health and Safety Hazards

The Principal Contractor shall take cognizance of the following hazards that are prevalent in the project:

6.8.1 Hazardous Environment

- Inclement weather – (Heat/Rain/Wind)
- Scarring or defacing of the environment.

6.8.2 Hazardous Equipment

- Trucks
- Ladders
- Lifting equipment
- Pressure vessel
- Chains and slings
- Fall protection equipment's

6.8.3 Hazardous Operation

- Use of step ladder
- Usage of the carry picker by unauthorized personnel
- Wacker
- Poker

6.8.4 Hazardous Tool

- Electric hand tools

6.8.5 Hazardous Substances

- Chemicals (cad weld)
- Oil
- Diesel
- Degreaser
- Cement

7 Arrangements for controlling significant site risks

The following are some examples requiring arrangements for controlling the most significant site risks.

6 7.1 Safety Risks

- The maintenance of plant and equipment
- Traffic.
- Failure to carry out daily inspections of machinery.
- Dealing with existing unstable structures/land
- Other significant safety risks as and when identified

7 7.2 Health Risk

- Manual handling
- Reducing noise and vibration
- Extreme heat and cold temperature considerations
- Dealing with HIV/Aids and other illnesses
- Provision of maintaining ablution and eating facilities
- Other significant health risks as and when identified
- Distribution of condoms
- Allow employees to test voluntarily when CENTLEC Wellness section arrange testing for HIV/AIDS and other chronic diseases.
- Allow employees to donate blood voluntarily when CENTLEC Wellness section arrange for blood donation

All safe operating procedures, method statements or rules implemented mitigate the risk whilst performing hazardous tasks are to be effectively communicated to the contractor's staff performing the tasks.

It is to be noted that these are some of the hazards that may be prevalent in this Project.

Others may be identified during the Risk Assessment.

8. Fire precautions on construction sites

The provisions of the environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply with its amendments.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

No open fire will be allowed on site, unless a proper arrangement with site manager and authority has been made.

All fire extinguishers shall be:

- clearly labelled;
- conspicuously numbered;
- entered in a register;
- inspected monthly by a competent person; and
- tested and serviced at recommended intervals by an accredited supplier

9. Communication & Liaison

- Occupational Health and Safety Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee as per the procedures determined by the H&S Committee. If possible emergency committee meeting will be held to address emergency issues.
- In addition to the above, communication may be directly to the CENTLEC representative or his appointed Agent, verbally or in writing, as and when the need arises.
- Consultation with the workforce on Occupational Health and Safety matters will be through their Supervisors and H&S Representatives ('SHE – Reps')
- The Principal Contractor will be responsible for the distribution of all relevant Occupational Health and Safety information to other sub-contractors.

10. Fall protection plan

A comprehensive fall protection plan is to be established in order to prevent employees from falling from elevated positions

- The contractor shall stop all persons working with the usage of a ladder during periods of inclement weather or if the possibility of lightning is present.
- Working at heights shall only be carried out under the supervision of a competent person;

- Provision must be made to prevent objects and material from falling from height.

11. Permit to work

The contractor is to ensure that the proper permit is in hand and duly authorised by appointed person before commencing with the work in question, some of the activities that require a permit to work are:

- Permit to be requested to work near live overhead network to be isolated.
- Use of hazardous chemical substances (all MSDS shall be available and kept in the safety file), CENTLEC Health and safety Division shall be informed of all chemicals used on site or to be used.
- Work to be carried near/adjacent to live electrical network. Work permit shall be requested by the project manager representing CENTLEC and it shall be issued by CENTLEC control. Work will be carried out under the supervision of CENTLEC representative project manager and contractor shall sign acknowledgement letter to understand the risks associated with that specific work.

Contractor shall liaise with project manager from CENTLEC for the issue of work permit.

12. Housekeeping on Site

The Principal Contractor shall ensure a high level of housekeeping on site. On completion, the contractor is responsible for clearing the site. (Excess soil and rocks).

13. First Aid Facilities

- Conspicuous sign shall be placed where first aid equipment is kept and stored. The name of the responsible person shall be placed against the first aid box.
- Adequate first aid facilities are to be available on site.
- Individuals that are trained and certified competent to administer first aid are to be on site at all times, serving as First Aid Officer.
- The following welfare facilities must be provided for and kept in clean and suitable condition, shower facility, sanitary facility, changing facility, sheltered eating facility and drinking water at strategic locations on site.

14. Health and Safety Induction

- The Principal Contractor shall ensure that all employees undergo a health and safety induction.
- Proof of induction is to be included in the "Safety File".
- The contractor is expected to have a daily safety "tool box" meeting. Subject topics that are applicable to the job at hand e.g. near misses that have happened, accident and up and coming work will be discussed along suggestion and comments.
- These meetings can be used as a training meeting with the central idea of educating employees.

15. ACCIDENT/INCIDENT REPORTING AND INVESTIGATIONS

15.1 REPORTING OF INCIDENTS AND OCCUPATIONAL DISEASES

All accidents and incidents shall be reported the same day to Health and Safety Division of CENTLEC within 24 hours.

Section 24 of the Act refers to certain incidents occurring at the workplace, or in connection with the use of machinery whereby a person dies or is injured to be extent where he is likely to die or could have resulted in a major incident. Such incidents should be reported to the Provincial Director on a WCL 1 or WCL 2 form within seven days.

Certain other types of incidents must be reported to the Provincial Director telephonically, facsimile or similar means of communication and these types of incidents are as follows:

- (a) Where a person, as a result of the incident;
 - i) Dies;
 - ii) Becomes unconscious;
 - iii) Suffers the loss of a limb or part thereof;
 - iv) Is injured to the extent that he is likely to die;
 - v) Is injured to the extent that he is likely to be permanently disabled;
 - vi) Is injured to the extent that he is likely to be off for a period of 14 days or more;
 - vii) Cannot perform his normal duties (those duties for which he was employed).
- (b) An incident of major consequence arising out of the use of industrial equipment or machinery or industrial practices at a workplace.
- (c) The health and safety of any person is endangered and where –
 - i) A dangerous substance was spilled;
 - ii) The uncontrolled release of any substance under pressure (pressure greater than 1 atmosphere) took place;
 - iii) Machinery or any part thereof fractured or failed, resulting in flying, falling or uncontrolled moving objects; or
 - iv) Machines, which ran out of control.

These incidents should also be recorded and investigated in accordance to Regulation 8 of the General Administrative Regulations.

If an injured person is to die as a result of an incident, which has already been reported in terms of the above, the employer or user should report such death to the Provincial Director.

Any registered medical practitioner should, in terms of Section 25 of the Act, report all (to the employer and Chief Inspector) cases of occupational diseases or any other disease, which he believes arose out of a person's employment, which he/she has treated. This must be done within 14 days in the form of a WCL 22 form.

Any other person may in writing, give notice of any disease suspected to be an occupational disease, to the employer and chief inspector.

15.2 RECORDING AND INVESTIGATION OF INCIDENTS

The employer or user of machinery should keep record and investigate all incidents referred to in terms of Section 24 of the Act together with any other incident, which resulted in the person concerned having had to receive medical treatment other than first aid.

These incidents must be recorded in the form of Annexure 1 of these regulations and be kept for a period of at least 3 years. This record shall be kept on the premises and available for perusal by an inspector.

The contractor, a designated person, a health and safety representative or a member of the health and safety committee must investigate the above-mentioned incidents. This investigation should take place within 7 days from the date of incident and completed as soon as is reasonable practicable or within the contracted period of contract workers. The employer should record the result of the investigation in the Annexure 1. The purpose of the investigation is to establish the cause of the incident together with the safety measures that can be implemented to prevent the re-occurrence of such incidents in the future.

The health and safety committee shall examine this record at their next meeting.

- All accidents/incidents shall be recorded and investigated and reported to Occupational Health & Safety Section.
- Accidents/incidents are to be reported to CENTLEC Project Manager.
- All reportable incidents in terms of Section 24 of the OHS ACT shall be investigated and recorded by the contractor as required by the Act and also reported to Occupational Health & Safety Unit.
- The contractor shall compile an investigation report and ensure that all the preventative actions recommended are in place.

16 RESPONSIBILITIES

16.1 Client

16.1.1 The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.

16.1.2 The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.

16.1.3 The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

16.1.4 The Client or his appointed Agent on his behalf will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
- have failed to implement or maintain their health and safety plan;
- have executed construction work which is not in accordance with their health and safety plan; or
- Act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

16.2 Principal Contractor

16.2.1 The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

16.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

16.2.3 The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

16.2.4 The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

16.2.5 The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety

requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

16.2.6 The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.

16.2.7 The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.

16.2.8 The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.

16.2.9 The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.

16.2.10 The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

17. Health and Safety Inspections/Audits

- The Principal Contractor shall ensure that the work area, equipment, machinery, safety equipment and wear, etc are inspected on a regular basis.
- Proof of such inspections are to be maintained in the "Safety File"
- All non-conformances revealed during the inspections are to be noted and rectified as soon as possible. The client, health and safety unit will also conduct formal audits at least once a month and deviations that are revealed must be rectified within the required time frame.
- All portable tools shall be inspected daily by the user as well as weekly recorded inspections and testing to be done.

18. Emergency Preparedness

The Principal Contractor shall develop and implement an emergency plan for site in collaboration with sub-contractors and the client representative. The plan would have to be revised due to the changing environment on construction site. Specific requirements for first aid and medical as well as fire and rescue will be addressed. The contractor is to ensure that the necessary firefighting equipment is in place in respective areas and proper signage placed at the conspicuous places. Emergency preparedness plan shall ensure that all emergency contact details are placed in a conspicuous place where they can be easily seen and accessed by employees.

19. Non Compliance to Health and Safety Standards

The CENTLEC Representatives reserve the right to stop the operations of the Principal Contractor should it be found that the operations are being undertaken in noncompliance with the laid down health and safety plan based on this specification.

The client has the authority to issue a non-conformance report to any contractor not complying to the SHE requirements on site, with necessary required rectification action required within a specific time frame.

It is noted to the contractors that any expenses incurred due to non-conformances shall be for Contractor's account in question.

Safety officers and other personnel have the authority to stop work if there is a life threatening situation or danger of material loss/damage and direct immediate remedial action under the supervision of contractor's manager is required.

Any "stop work order" shall be followed up and the site manager shall present a written report including remedial actions to avoid the re-occurrence and disciplinary action for contravening safety regulation and if considered necessary to instruct the site manager to remove certain of his personnel from site.

20. Legal Framework

Part of legal obligations

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

1. The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
2. The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
3. Traffic Act.
4. Legislation pertaining to water usage and the environment
5. Common Law

INDEX

1. NOTIFICATION OF CONSTRUCTION WORK
2. EMERGENCY SERVICE NUMBER
3. CONTRACTOR DETAILS
4. INSPECTION CHECKLIST
5. MANDATORY AGREEMENT

ANNEXURE A**NOTIFICATION OF CONSTRUCTION WORK
Regulation 3 of the Construction Regulations, 2003**

1. (a) Name and postal address of principal contractor:

.....

- (b) Name and telephone number of principal contractor's contact person:

.....

2. Principal contractor's compensation registration number:

.....

3. (a) Name and postal address of client:

.....

- (b) Name and telephone number of client's contact person or agent:

.....

4. (a) Name and postal address of designer(s) for the project:

.....

- (b) Name and telephone number of designer's contact person:

.....

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1):

.....

6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2):

.....

7. Exact physical address of the construction site or site office:

.....

8. Nature of the construction work:

.....

.....

.....

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site:

.....

12. Planned number of contractors on the construction site accountable to principal contractor:

.....

13. Name(s) of contractors already chosen:

.....

.....

.....

.....

Principal Contractor

.....

Date

.....

Client

.....

Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

EMERGENCY SERVICES TELEPHONE

Ambulance	10177
Police Flying Squad	(051) 10111
Fire Brigade	(051) 406 6452
Electricity	(051) 409 2345/2455
Water & Sewage	(051) 405 8191/2
Toxic Bureau	(051) 082 491 0160
Disaster Management	(051) 406 6434
Bees	(051) 400 5331

GENERAL EMERGENCY CONTACTS

Traffic	(051) 406 6500
Environment Protection Authority	(051) 406 6441
Pelonomi Hospital	(051) 405-1911
Universitas Hospital	(051) 405 3911
National District Hospital	(051) 403 9600
Mediclinic Hospital	(051) 404 6225
Rose Park Hospital	(051) 505 5111

Netcare Hospital**(051)****UTILITIES****Gas Leaks (24 hours)****(051) 406 0500****Electricity****(051) 409 2345/2455****Water & Sewage****(051) 405 8191/2****CONTRACTOR DETAIL**

Employer Particulars	
Employer:	
Registered Name of Enterprise:	
Trade Name of Enterprise:	
Company Registration No.:	
SARS Registration No.:	
UIF Registration No.:	
COIDA Registration No.:	
Relevant SETA for EEA purposes:	
Industry Sector:	
Bargaining Council:	
Contact Person:	
Address of Premises:	
Postal Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Chief Executive Officer:	
Chief Executive Officer Address:	
Competent Person:	
Maximum power demand: in KW	
Health and Safety Representatives:	
Activities, products manufactured and/ services rendered:	
Raw materials, materials and chemical/ biological substances:	
Total Number of Employees:	Male: Female.....

Contractor Particulars	
Contractors:	

Site Address:	
Contracts Manager:	
Managing Director:	
Competent Persons:	
CR14: SCAFFOLDING:	
CR15: SUSPENDED SCAFFOLDING:	
CR17(6): MATERIAL HOIST (S):	
CR18(1): BATCH PLANT:	
CR8(1)(a): FALL PROTECTION:	
CR11(1)(1): EXCAVATION WORK:	
CR19(2)(b): EXPLOSIVE POWER TOOLS	
CR26(a): STACKING	

MANDATORY AGREEMENT AS PER SECTION 37(2) OF THE ACT

Agreement between CENTLEC and _____ (**contractor name**) as per the provisions of Section 37 (2) of the Act, to ensure that no provision is given to the contractor to deviate from the Occupational Health and Safety Act 85 of 1993 and the incorporated regulations as stated in Section 44 of the Act.

In terms of the provisions of the Construction Regulations CR 4(1) (c),

I, _____ do hereby appoint
CENTLEC Representative OHS 16.1/16.2

_____ as represented
Name of contractor

by _____ for this construction work
Contractor Representative OHS 16.1/16.2

of construction at area/s: _____
Places where construction has to take place

on the project/construction site: _____.

It is your duty in terms of CR 5(4), to provide and demonstrate to all your sub-contractors a suitable and sufficiently documented health and safety plan and Health & Safety Specification from CENTLEC, based on the relevant sections of the Health & Safety specification for this project, contemplated in CR 5(3) (a) which we shall provide to yourselves, which shall be applied from the date of commencement of and for the duration of your construction work.

Furthermore in terms of CR 5(7) you shall ensure that a Health & Safety file, which shall include all documentation required in terms of the Act and these Regulations, is opened and kept on site and made available to an inspector, CENTLEC Safety Division Representative.

As per CR 5(1) (d), you shall stop any contractor from executing construction work, which is not in accordance with, your health and safety plan for the site or which poses a threat to the health and safety of person.

In terms of CR 6(1) & CR 6(2), appoint a full-time competent person in writing as a Construction Supervisor, and if warranted, one or more Assistant Construction Supervisors, who shall have the same H&S duties as the Construction Supervisor. Provided that a sufficient number of competent employees have been appropriately designated under Construction Regulation CR 6(2) on this construction site, the appointed Construction Supervisor may supervise more than one site. On large projects, or those with high risks or accumulation of hazards or risks, must appoint a full-time or part-time Construction Safety Officer, as required by Construction Regulation CR 6(6). You are to lodge copies of these appointments with ourselves.

The responsible/competent person/s appointed in terms of the Act, shall work/consult with _____ (*Contractor name*) and other contractors employed on the project, on an H&S committee established specifically to ensure that the intentions of the OHASA are complied with, as per section 19 of the Act & Construction Regulation CR 7(3). Please furnish us with proof of appointment of H&S representatives, as required by section 18 of the OHASA. Every employee of yours must have undergone H&S induction, pertaining to the hazards prevalent on this construction site/project, prior to them entering the site. All employees must be in possession of proof of such H&S induction, and carry this proof with them for the period that they are on the site as per CR 7(8) and CR 7(9).

You must cause a risk assessment to be performed by a competent person appointed in writing, prior to work commencing & be updated during construction, in terms of Construction Regulation CR 7(1), which shall form part of your H&S plan.

By your signature on the acceptance of the appointment, you accept that both you & your company are fully responsible for any acts or omissions in terms of the Act by any of your employees or mandatories.

You must lodge a certificate with us confirming your registration in terms of the *Compensation for Occupational Injuries & Diseases Act No.130 of 1993*, when start on site.

Your company shall comply with all applicable legislation & amendments thereto, including, but not limited to the following:

- The Aliens Act of 1952;
- The Unemployment Insurance Act of 1986;
- The Labour Relations Act of 1995;
- The Basic Conditions of Employment Act of 1997;
- The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SANS10 0400)
- The Post Office Act 1958 (Act 44 of 1958) as amended
- The Electricity Act 1984, Act 41 of 1984
- The Regulations of Local Gas Board(s), including Publications of the SANS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4th October 1997
- Legislation pertaining to water usage and the environment
- Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- Common Law

Date: _____

Signature: _____
CENTLEC OHS Act Section 6(1) /16(2)

ACCEPTANCE OF APPOINTMENT

I, _____ being CEO of _____ do hereby accept this appointment, and understand the requirements of this appointment and the Act and Construction Regulations, applicable Municipal regulations & By-laws.

Signature of Mandatory
Or his Representative

Name (please print)

Designation

Date

Signature (16 (2) appointee)

Name (please print)

Designation Date

COPY OF THIS APPOINTMENT IS TO BE AVAILABLE ON THE CONSTRUCTION SITE, AS WELL AS SHEQ DIVISION OF CENTLEC.

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ENTITY)

BID NUMBER:

CLOSING DATE:

CLOSING TIME:

DESCRIPTION.....

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE POSTED TO:

.....

.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

.....

.....

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODE.....NUMBER.....
CELLPHONE NUMBER
FACSIMILE NUMBER CODENUMBER.....
E-MAIL ADDRESS
VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) ☐
A REGISTERED AUDITOR ☐
(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ?

YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity:

Department:

Contact Person:

Tel:

Fax:

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person:

Tel:

Fax:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

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

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

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

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

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

***Delete if not applicable**

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

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

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

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

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

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

*Delete if not applicable

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

- Index..... Dated..... Index..... Dated..... Index..... Dated.....
Index..... Dated..... Index..... Dated..... Index..... Dated.....

- [illegible]

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT FOR CURRENCY REMIT ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

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

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

PRICING SCHEDULE
(Professional Services)

MBD 3.3

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

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

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

R.....
R.....
R.....
R.....
R.....

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

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

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

R.....
R.....
R.....
R.....

..... days
..... days
..... days
..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

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

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

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

R.....
R.....
R.....
R.....

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

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL R.....			

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/ NO.
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....

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

*Delete if not applicable

MBD 4

DECLARATION OF INTEREST

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.
.....

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

1 Are you by law required to prepare annual financial statements for auditing?

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?

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.

.....

.....

.....

.....

* Delete if not applicable

***YES / NO**

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?

3.1 If yes, furnish particulars

.....

***YES / NO**

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

.....

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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/lp.jsp](http://www.thedti.gov.za/industrial%20development/lp.jsp) at no cost.

1.6. A bid may be disqualified if –

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

2. Definitions

2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

Description of services, works or goods Stipulated minimum threshold

_____ %
 _____ %
 _____ %

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

(Tick applicable box)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

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

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

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

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

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

NB

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

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

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

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

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / 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 Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the Preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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
Professional service provider
Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES	
1.	.....
2.	.....

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE:	.....
ADDRESS	.....

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 fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

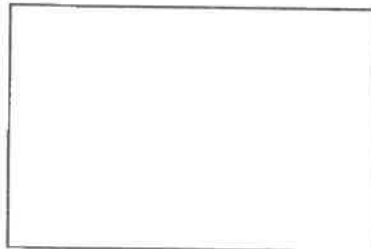
4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP


WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

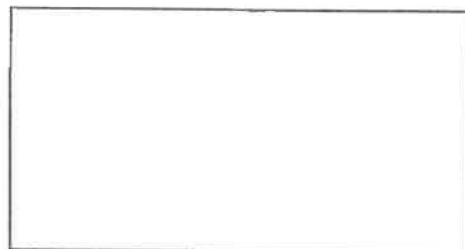
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER 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 purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller 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, v/z
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - 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) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(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 fulfilment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE SELLER)**

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the purchase of
goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the
contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

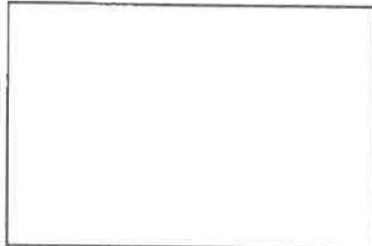
4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP


WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

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

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

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

Js9141w 4

Arbitration Clause

This clause is part of this document to be compliant to regulation 50 of Supply Chain Management Regulations as published in Gen N 868 in Government Gazette 27636 of 30 May 2005.

Any dispute of whatsoever nature arising out of this contract concerning any of the rights and/ or obligations of any party thereto, either during the currency of the contract or after the completion thereof, including a dispute as to the validity of the contract, is hereby referred to the arbitration. The decision of a single arbitrator would be final and the parties agree to accept the award as final and binding upon them.

The arbitrator shall be:

-
- Selected by agreement between the parties, or failing such agreement,
- Appointed at the request of either party by the chairman for the time being of the Free State Council.
- A person with more than 10 years in the practice of law and a member of the arbitration foundation of Southern Africa.
- The costs associated with the arbitration action would be those prescribed by the Arbitration Association of South Africa

The cancellation of this contract by either party for whatever reason shall not affect the validity of this clause.

**Signature by tenderer of
acceptance**

Date

